Loxahatchee River District

Water Reclamation | Environmental Education | River Restoration

2500 Jupiter Park Drive, Jupiter, Florida 33458
Telephone (561) 747-5700 •Fax (561) 747-9929 • www.loxahatcheeriver.org

D. Albrey Arrington, Ph.D., Executive Director

AGENDA
REGULAR MEETING #12-2020
MAY 21, 2020 – 7:00 PM AT DISTRICT OFFICES
ALSO, THE MEETING WILL BE AVAILABLE TO THE PUBLIC ONLINE AT:
LOXAHATCHEERIVER.ORG/PUBLICMEETING

1. Call to Order & Pledge of Allegiance
2. Administrative Matters
   A. Roll Call
   B. Previous Meeting Minutes Page 4
   C. Additions and Deletions to the Agenda
3. Comments from the Public
4. Status Updates
   A. Loxahatchee River Watershed Page 9
   B. Loxahatchee River District Dashboard Page 10
5. Consent Agenda (see next page) Page 11
6. Regular Agenda
   A. Consent Agenda Items Pulled for Discussion
   B. Consultants Competitive Negotiation Act Acceptance of Qualified Firms Page 123
   C. Busch Wildlife Sanctuary License Agreement Page 128
   D. Injection Well Pump Station Variable Frequency Drives Page 129
   E. Rules Chapter 31-15, Indexing Final Orders Page 130
   F. Rules Chapter 31-5, Rulemaking Procedure Page 136
   G. Rules Chapter 31-10, Rates, Fees and Charges COVID-19 Considerations Page 141
7. Reports (see next page) Pulled for Discussion
8. Future Business Page 206
9. Board Comments
10. Adjournment

"…if a person decides to appeal any decision made by the Board, with respect to any matter considered at such meeting or hearing, he/she will need a record of the proceedings, and that, for such purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based."

Submitted by:
Date: May 11, 2020

Gordon M. Boggie, Board Member | Dr. Matt H. Rostock, Board Member | Stephen B. Rockoff, Chairman | Harvey M. Silverman, Board Member | James D. Snyder, Board Member

5. CONSENT AGENDA

All items listed in this portion of the agenda are considered routine and will be enacted by one motion. There will be no separate discussion of these items unless requested by a Board member or citizen; in which event, the item will be removed and considered under the regular agenda.

A. Money Purchase Plan & Trust (Retirement Plan) – to ratify Plan Document Page 12
B. Capital Asset Policy – to approve policy Page 101
C. Maintenance Policy – to approve policy Page 105
D. Owner Furnished Equipment-LS291 & LS161 – to approve purchase Page 108
E. Retirement Plan Administrative Committee Policy – to approve policy Page 116
F. Fixed Asset Disposal – to approve disposal Page 120
G. Change Orders to Current Contracts – to approve modifications Page 121

7. REPORTS

A. Neighborhood Sewering Page 165
B. Legal Counsel's Report Page 167
C. Engineer's Report Page 169
D. Busch Wildlife Sanctuary Page 173
E. Director's Report Page 174

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D. Albrey Arrington, Ph.D., Executive Director

AGENDA
PUBLIC HEARING #11-2020
MAY 21, 2020 - 6:55 P.M. AT DISTRICT OFFICES
ALL MEETINGS ARE OPEN TO THE PUBLIC

1. Call to Order and Pledge of Allegiance

2. Roll Call

3. To receive public comments pertaining to Rules Chapter 31-15, Indexing Final Orders

4. Comments from the Board

5. Adjournment

".... if a person decides to appeal any decision made by the Board, with respect to any matter considered at such meeting or hearing, he/she will need a record of the proceedings, and that, for such purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based."

Submitted by:
Date: May 11, 2020

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Gordon M. Boggie, Board Member | Dr. Matt H. Rostock, Board Member | Stephen B. Rockoff, Chairman | Harvey M. Silverman, Board Member | James D. Snyder, Board Member

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D. Albrey Arrington, Ph.D., Executive Director

MEMORANDUM

TO: Governing Board

FROM: Recording Secretary

DATE: May 11, 2020

RE: Approval of Meeting Minutes

Attached herewith are the minutes of the Regular Meeting of April 16, 2020. As such, the following motion is presented for your consideration.

> "THAT THE GOVERNING BOARD approve the minutes of the April 1, 2020 Meeting as submitted."

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Gordon M. Boggie
Board Member

Dr. Matt H. Rostock
Board Member

Stephen B. Rockoff
Chairman

Harvey M. Silverman
Board Member

James D. Snyder
Board Member

Ref: #8-2020

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
REGULAR MEETING - MINUTES
APRIL 16, 2020

1. CALL TO ORDER

Chairman Rockoff called the Regular Meeting of April 16, 2020 to order at 7:05 PM and explained the various methods of attending the meeting (in person, electronically or telephonically).

2. ADMINISTRATIVE MATTERS

A. ROLL CALL

The following Board Members were in attendance.

Mr. Rockoff
Dr. Rostock
Mr. Silverman (via GotoWebinar)
Mr. Snyder (via GotoWebinar)
Mr. Boggie (via GotoWebinar)

Staff Members in attendance were Dr. Arrington, Mr. Dean, Mr. Howard (via GotoWebinar), Ms. Fraraccio (via GotoWebinar) and Mr. Pugsley.

Consultants in attendance were Mr. Shenkman with Curtis Shenkman, PA. (via GotoWebinar)

B. PREVIOUS MEETING MINUTES

The minutes of the Regular Meeting of March 19, 2020 were presented for approval and the following motion was made.

MOTION: Made by Dr. Rostock, Seconded by Mr. Silverman,
Passed Unanimously.

"THAT THE GOVERNING BOARD approve the minutes of the March 19, 2020 Regular Meeting as presented."

C. ADDITIONS & DELETIONS TO THE AGENDA

Item 5A was removed from the Consent Agenda and placed on the Regular Agenda.

3. COMMENTS FROM THE PUBLIC

Ms. Molly Melin asked if the public could see data from datasondes. Mr. Howard responded via email.

4. STATUS UPDATES

A. LOXAHATCHEE WATERSHED STATUS

Dr. Arrington gave an update on the impact of COVID-19 on the District. Each director discussed how their staff is maintaining social distance.

B. LOXAHATCHEE RIVER DISTRICT DASHBOARD

Dr. Arrington reviewed the District Dashboard.

5. CONSENT AGENDA

MOTION: Made by Mr. Silverman, Seconded by Dr. Rostock,
Passed unanimously.

"THAT THE GOVERNING BOARD approve the Consent Agenda of April 16, 2020 with the exception of Item 5A."

The following motions were approved as a result of the Board's adoption of the Consent Agenda:

B. Warehouse and Inventory Policy – to approve policy

"THAT THE DISTRICT GOVERNING BOARD approve the attached Warehouse Inventory Management Policy and direct the Executive Director to implement the policy with an effective date of April 17, 2020.

C. Contractor Safety Management Policy – to approve policy

"THAT THE DISTRICT GOVERNING BOARD approve the Contractor Safety Management policy."

D. Retirement Plan Agreements – to ratify agreements

"THAT THE DISTRICT GOVERNING BOARD ratifies the attached retirement plan agreements and directs the Executive Director to continue to transition the District's Retirement Plan from Morgan Stanley to Empower Retirement, including executing necessary agreements."

E. Families First Coronavirus Response Act Policy – to ratify policy

"THAT THE DISTRICT GOVERNING BOARD ratifies the attached Families First

Coronavirus Response Act Policy and delegates authority to the Executive Director to revise and implement revision to this policy to maintain compliance with Federal and State law."

F. Fixed Asset Disposal – to approve disposal

"THAT THE GOVERNING BOARD authorize the Executive Director to dispose of tangible personal property including fixed asset number FF213 and the items from aggregated assets listed in the schedule above."

G. Change Orders to Current Contracts – to approve modifications

No change orders were presented.

6. REGULAR AGENDA

A. CONSENT AGENDA ITEMS PULLED FOR DISCUSSION

5A. Injection Well Pump Station Variable Frequency Drives – to approve purchase

Mr. Pugsley discussed his memo on the variable frequency drives.
No action was taken.

B. Rules Chapter 31-15, Indexing Final Orders

Dr. Arrington and Mr. Shenkman discussed the potential repeal of Rules Chapter 31-15.
No action was taken.

C. Family Church Subordination Agreement and Release of Real Property

Mr. Dean discussed the subordination agreement.

MOTION: Made by Dr. Rostock, Seconded by Mr. Silverman,
Passed unanimously.

"THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to execute the Subordination of Utility Interests and Partial Release of Real Property."

7. REPORTS

D. BUSCH WILDLIFE SANCTUARY
Ms. Wynn with Busch Wildlife Sanctuary presented her quarterly report. Ms. Wynn noted that the Sanctuary is closed to the public, but they are receiving a large number of animals.

E. DIRECTOR'S REPORT
Dr. Arrington discussed the District's Policy Template and staff's efforts to improve policy documentation. Mr. Boggie expressed his opinion that the policy template was excellent.

The following reports stood as written.

A. NEIGHBORHOOD SEWERING

B. LEGAL COUNSEL'S REPORT

C. ENGINEER'S REPORTS

8. FUTURE BUSINESS

Dr. Arrington reviewed the Future Business report. Mr. Boggie asked about the timing of neighborhood sewering projects and assessments given the financial impacts of COVID-19. Dr. Arrington indicated staff will address this next month.

9. COMMENTS FROM THE BOARD

No comments were received.

10. ADJOURNMENT

MOTION: Made by Mr. Snyder, Seconded by Dr. Rostock,
Passed Unanimously.

"That the regular meeting of April 16, 2020 adjourns at 8:09 PM."

_____
BOARD CHAIRMAN

_____
BOARD SECRETARY

_____
RECORDING SECRETARY

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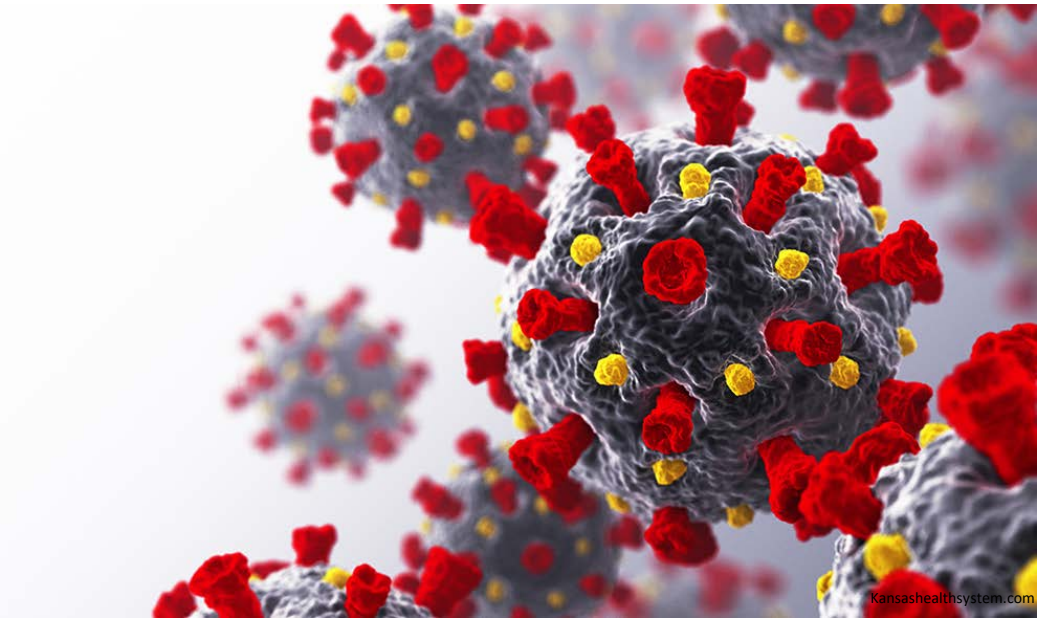
Loxahatchee River Watershed Status
COVID-19 Monitoring In Wastewater

The Loxahatchee River District has partnered with Biobot Analytics, a company that is collaborating with researchers at MIT, Harvard and Brigham & Women's Hospital to test wastewater for SARS-CoV-2, the virus causing COVID-19. This emerging research by this group has been featured in several media outlets. We contacted the group and were successful in being included in their weekly testing program for the month of May. At our meeting we will discuss this fascinating research and, hopefully, share the results from our samples collected on May 5.



LOXAHATCHEE RIVER DISTRICT'S EXECUTIVE DASHBOARD

		Stewardship	Wastewater						Engineering	General Business					EHS	River Health		
		# People educated at RC	Mean Daily Incoming Flow	Delivery of Reclaimed Water	Customer Service	Sewage Spilled	Permit exceedance	NANO Blend to Reuse (@ 511)	Grease Interceptor Inspections	Cash Available	Revenue (excluding assessment & capital contrib.)	Operating Expenses	Capital Projects		Employee Safety	Minimum Flow Compliance	Salinity @ NB seagrass beds	River Water Quality
Benchmark / Customer Expectation		% of Target	million gallons/day	# days demand not met	# blockages with damage in home	Gallons	# occurrences	Max Specific Conductance (umhos/cm)	% requiring pump out	$	% of Budget	% of Budget	% within budget	% on time	# of OSHA recordable injuries	# Days MFL Violation	‰	Fecal Coliform Bacteria (cfu/100ml)
Green Level		≥ 90%	< 7.7	<2	Zero	<704	Zero	<1542	≤ 15	≥ $9,894,657	≥ 95%	≥ 85% but ≤ 105%	≥80%	≥80%	Zero	0	min ≥ 20 ‰	90% of sites ≤ 200
Yellow		< 90%	< 8.8	≥ 2	1	≤1,500	1	≤1875	≤ 25	< $9,894,657	≥ 90%	≥ 80%	≥60%	≥60%	-	1	min ≥ 10 ‰	2 or more sites >200 but ≤ 400
Red		<75%	≥ 8.8	≥ 9	≥ 2	>1,500	≥ 2	>1875	> 25	< $5,557,057	< 90%	< 80% or > 105%	< 60%	< 60%	≥ 1	≥ 2	min < 10 ‰	≥ 2 sites > 400
2017 Baseline		104%	6.6	1	0	2,225	0	1,127	9	$ 30,425,084	95%	85%	98%	85%	0	not avail	22.8	1 > 200
2018 Baseline		112%	6.8	1	0	1,606	0	1,216	8	$ 33,683,858	99%	85%	95%	56%	0.4	42	23.1	1 > 200
2019 Baseline		100%	6.8	1	1	8,022	0	1229	9	$ 35,137,006	100%	89%	95%	63%	0.3	2	22.9	1 > 200
2019	Apr	79%	6.9	0	0	11,455	0	1,176	2	$ 38,021,490	99%	89%	100%	73%	0	0	31.2	0 > 200
	May	113%	6.7	0	0	0	0	1,125	5	$ 36,569,040	98%	90%	92%	50%	0	0	25.7	0 > 200
	June	98%	6.6	0	0	360	0	1,233	17	$ 34,111,378	98%	89%	92%	42%	0	0	23.5	1 > 200
	July	85%	6.2	0	0	3,800	0	1,279	6	$ 34,005,523	98%	88%	92%	42%	1	0	28.8	0 > 200
	Aug	89%	6.9	1	0	3,000	2	1,163	8	$ 33,341,832	97%	89%	92%	33%	1	0	15.9	3 > 200
	Sept	74%	6.5	3	1	2,250	0	1,125	13	$ 31,573,764	97%	89%	92%	33%	0	0	12.9	0 > 200
	Oct	116%	6.5	1	1	3,000	0	1,298	7	$ 32,222,812	105%	103%	92%	88%	1	0	26.9	0 > 200
	Nov	113%	6.5	3	1	67,850	0	1,230	18	$ 33,374,275	98%	90%	92%	83%	0	0	18.7	1 > 200
	Dec	108%	6.9	0	1	310	0	1,291	18	$ 33,400,263	105%	87%	92%	83%	0	0	6.1	1 > 200
2020	Jan	109%	7.1	6	0	485	0	1,176	7	$ 34,262,489	104%	93%	92%	83%	0	0	7.3	0 > 200
	Feb	137%	7.4	3	1	447	0	1,227	0	$ 35,411,980	102%	91%	92%	83%	1	0	24.5	1 > 200
	Mar	40%	7.3	0	0	10,010	0	1,256	2	$ 34,352,969	104%	90%	92%	83%	0	0	27.9	3 > 200
	Apr	0%	6.9	0	0	121	0	1,331	13	$ 35,108,854	103%	89%	88%	79%	1	15	32.7	1 > 200
Consecutive Months at Green		0	131	2	2	1	8	115	4	130	93	15	54	0	0	0	3	1
Metric Owner		O'Neill	Pugsley	Dean	Dean	Dean	Pugsley	Pugsley	Dean	Fraraccio	Fraraccio	Fraraccio	Dean	Dean	Pugsley	Howard	Howard	Howard

Metric	Explanation
Public Education	The COVID-19 pandemic caused closure of the River Center in mid-March. While attendance at the River Center is zero, our educators have shifted gears and are providing online content (see Jocelyn's report for links) and working on other projects for which there had been too little time (e.g., revising River Center dashboard metrics).
Capital Projects (on time)	Four out of 23 projects are behind schedule. All four of these projects are complete with respect to construction, but in each case we are waiting on paperwork to close out the project.
Employee Safety	An employee chipped his front tooth while disconnecting suction piping on the Vac-Con. See Travis' Safety Report for more information.
MFL Compliance	April was a very dry month with only 3.1-inches of rainfall flow over Lainhart Dam averaged less than 10 cfs across the entire month. Given these low flows, the river violated the salinity component of the Minimum Flow & Level with the 20 day rolling average salinity at rivermile 9.1 exceeding 2 parts per thousand for 15 days.

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D. Albrey Arrington, Ph.D., Executive Director

MEMORANDUM

TO: Governing Board

FROM: Administration Staff

DATE: May 11, 2020

SUBJECT: Consent Agenda

All items listed below are considered routine and will be enacted by one motion. There will be no separate discussion of these items unless requested by a Board Member or citizen, in which event, the item will be removed and considered under the regular agenda.

This month's consent agenda consists of the following items:

A. Money Purchase Plan & Trust (Retirement Plan) – to ratify Plan Document
B. Capital Asset Policy – to approve policy
C. Maintenance Policy – to approve policy
D. Owner Furnished Equipment-LS291 & LS161 – to approve purchase
E. Retirement Plan Administrative Committee Policy – to approve policy
F. Fixed Asset Disposal – to approve disposal
G. Change Orders to Current Contracts – to approve modifications

Should you have any questions regarding these items, I would be pleased to discuss them further with you.

The following Motion is provided for Board consideration:

"THAT THE GOVERNING BOARD approve the Consent Agenda of May 21, 2020 as presented."

Signed,

D. Albrey Arrington, Ph.D.
Executive Director

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Gordon M. Boggie, Board Member | Dr. Matt H. Rostock, Board Member | Stephen B. Rockoff, Chairman | Harvey M. Silverman, Board Member | James D. Snyder, Board Member

Loxahatchee River District

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D. Albrey Arrington, Ph.D., Executive Director

MEMORANDUM

TO: GOVERNING BOARD
FROM: D. ALBREY ARRINGTON, Ph.D.
DATE: MAY 14, 2020
SUBJECT: MONEY PURCHASE PLAN AND TRUST (RETIREMENT PLAN)

On October 11, 2019 Morgan Stanley informed me that the firm will no longer service certain government retirement accounts due to changes in firm policies. After much work and deliberation, on March 19, 2020 the LRD Governing Board voted unanimously to transition our retirement plan from Morgan Stanley to Empower Retirement, authorized me to execute various agreements as needed, and directed me to present the executed retirement plan to the Governing Board for review.

I am pleased to report that LRD staff, consultants, Morgan Stanley, and Empower Retirement are making good progress transitioning our retirement plan from Morgan Stanley to Empower Retirement. On the subsequent pages I have provided the full complement of documents that comprise our new Retirement Plan (aka Loxahatchee River Environmental Control District Money Purchase Plan and Trust) document, which include:

1. Summary of Plan Provisions (12 pages) – This relatively succinct and straightforward document provides an easy to understand, high-level summary of our new retirement plan aka Loxahatchee River District Money Purchase Plan and Trust. Details summarized in this document are based on elections in the Adoption Agreement document plus plan details in the Plan Document.
2. Adoption Agreement (22 pages) – This cumbersome form has been drafted and reviewed by numerous individuals with an effort to ensure our new retirement plan with Empower-Retirement is as functionally equivalent to our prior retirement plan as possible. The major change is that these elections have occurred within the context of a governmental prototype retirement plan aka Governmental Defined Contribution Volume Submitter Plan. By implementing a prototype plan and working within the defined options of the prototype plan, the District can rely on IRS review of the prototype plan. Thus, we do not have to take our individual retirement plan to the IRS for review and determination, rather that is provided *de facto* by using a prototype plan (see Plan Determination Letter below).
3. Plan Document (51 pages) – This document is also called the FIS Business Systems LLC Governmental Defined Contribution Volume Submitter Plan (aka a prototype plan). This document spells out all the legal details of the prototype plan, including features we have elected not to implement. For example, the prototype plan allows an employee to take a loan against their retirement plan, but we have elected not to allow this feature (we have never allowed loans against our retirement plan). The District's specific elections are defined in the Adoption Agreement (see above).
4. Plan Determination Letter (2 pages) – This Internal Revenue Service letter, dated March 31, 2014, stipulates that the prototype plan we are implementing is an acceptable retirement plan under Section 401 of the Internal Revenue Code.

These agreements have been reviewed and approved by Bonni Jensen, Esq. legal advisor for LRD retirement plan, Frank Wan fiduciary consultant to LRD, Kara Fraraccio, and me. I have executed these documents pursuant to prior Board action. Nonetheless, I am bringing these documents to the Governing Board (and the public) for review and ratification.

Gordon M. Boggie, Board Member | Dr. Matt H. Rostock, Board Member | Stephen B. Rockoff, Chairman | Harvey M. Silverman, Board Member | James D. Snyder, Board Member

Therefore, I request your approval of the following motions:

"THAT THE DISTRICT GOVERNING BOARD repeals the existing Loxahatchee River District Money Purchase Plan and Trust (dated January 1, 2016) with an effective date of June 1, 2020.

and

"THAT THE DISTRICT GOVERNING BOARD ratifies execution of the revised Loxahatchee Environmental Control River District Money Purchase Plan and Trust, which consists of the following documents: (1) Adoption Agreement for Governmental Volume Submitter Money Purchase Plan; (2) FIS Business Systems LLC Governmental Defined Contribution Volume Submitter Plan (aka Plan Document); and (3) Summary of Plan Provisions; with an effective date of June 1, 2020;

and

"THAT THE DISTRICT GOVERNING BOARD receives the Plan Determination Letter dated March 31, 2014."

and

"THAT THE DISTRICT GOVERNING BOARD directs the Executive Director to continue to transition the District's Retirement Plan from Morgan Stanley to Empower Retirement, including executing necessary agreements.

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT MONEY PURCHASE PLAN AND TRUST

SUMMARY OF PLAN PROVISIONS

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LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT MONEY PURCHASE PLAN AND TRUST

SUMMARY OF PLAN PROVISIONS

INTRODUCTION TO YOUR PLAN

What kind of Plan is this?

Loxahatchee River Environmental Control District Money Purchase Plan and Trust ("Plan") has been adopted to provide you with the opportunity to save for retirement on a tax-advantaged basis. This Plan is a type of qualified retirement plan. Generally you are not taxed on the amounts we contribute to the Plan until you withdraw these amounts from the Plan.

What information does this Summary provide?

This Summary of Plan Provisions contains information regarding your Plan benefits, your distribution options, and many other features of the Plan. You should take the time to read this summary to get a better understanding of your rights and obligations under the Plan.

If you have any questions about the Plan, please contact the Administrator or other plan representative. The Administrator is responsible for responding to questions and making determinations related to the administration, interpretation, and application of the Plan. The name and address of the Administrator can be found at the end of this summary in the Article entitled "General Information About the Plan."

This summary describes the Plan's benefits and obligations as contained in the legal Plan document, which governs the operation of the Plan. The Plan document is written in much more technical and precise language and is designed to comply with applicable legal requirements. If the non-technical language in this summary conflicts with the language of the Plan document, then the Plan document always governs.

The Plan and your rights under the Plan are subject to various laws, including the Internal Revenue Code. The provisions of the Plan are subject to revision due to a change in laws. Your Employer may also amend or terminate this Plan.

Types of Contributions. The Plan includes provisions for the following types of contributions:

- Employer nonelective contributions
- Mandatory employee contributions
- Employee rollover contributions

ARTICLE I
PARTICIPATION IN THE PLAN

How do I participate in the Plan?

Provided you are not an Excluded Employee, you may begin participating under the Plan once you have satisfied the eligibility requirements and reached your "Entry Date." The following describes the eligibility requirements and Entry Dates that apply. You should contact the Administrator if you have questions about the timing of your Plan participation.

Excluded Employees. If you are a member of a class of employees identified below, you are an Excluded Employee and you are not entitled to participate in the Plan. The Excluded Employees are:

- part-time, temporary or seasonal employees (employees whose regularly scheduled service is less than 30 hours of service per computation period). However, if as a part-time, temporary or seasonal employee, you complete one (1) Year of Service in any year of employment, you will no longer be part of this excluded class.

Eligibility Conditions. You will be eligible to participate in the Plan when you have satisfied the following eligibility condition(s). However, you will actually become a Participant in the Plan once you reach the Entry Date as described below.

- attainment of age 18.
- completion of one (1) Period of Service.

Entry Date. Your Entry Date will be the date on which you satisfy the eligibility requirements.

How is my service determined for purposes of Plan eligibility?

Period of Service. You will be credited with a Period of Service once twelve months have passed since your date of hire.

What service is counted for purposes of Plan eligibility?

Service with the Employer. In determining whether you satisfy the minimum service requirements to participate under the Plan, all service you perform for the Employer will generally be counted.

Military Service. If you are a veteran and are reemployed under the Uniformed Services Employment and Reemployment Rights Act of 1994, your qualified military service may be considered service with the Employer. If you may be affected by this law, ask the Administrator for further details.

What happens if I'm a participant, terminate employment and then I'm rehired?

If you are no longer a participant because you terminated employment, and you are rehired, then you will be able to participate in the Plan on your date of rehire provided you are otherwise eligible to participate in the Plan.

ARTICLE II
EMPLOYEE CONTRIBUTIONS

What are rollover contributions?

Rollover contributions. At the discretion of the Administrator, if you are a Participant who is currently employed or an Eligible Employee, you may be permitted to deposit into the Plan distributions you have received from other retirement plans and certain IRAs. Such a deposit is called a "rollover" and may result in tax savings to you. You may ask the Administrator or Trustee of the other plan or IRA to directly transfer (a "direct rollover") to this Plan all or a portion of any amount that you are entitled to receive as a distribution from such plan. Alternatively, you may elect to deposit any amount eligible to be rolled over within 60 days of your receipt of the distribution. You should consult qualified counsel to determine if a rollover is in your best interest.

Rollover account. Your rollover will be accounted for in a "rollover account." You will always be 100% vested in your "rollover account" (see the Article in this summary entitled "Vesting"). This means that you will always be entitled to all amounts in your rollover account. Rollover contributions will be affected by any investment gains or losses.

Withdrawal of rollover contributions. You may withdraw the amounts in your "rollover account" only when you are otherwise entitled to a distribution under the Plan. See "When can I get money out of the Plan?"

What are mandatory employee contributions?

Mandatory contributions. As a condition of employment, you must agree to contribute 4% of your compensation to the Plan. You will always be 100% vested (your ownership rights) in any required amounts you elect to contribute to the Plan.

Treatment as Employer contributions. The mandatory contribution you make is considered, for purposes of federal taxes, to be an Employer contribution (many people refer to these as pick-up contributions because the Employer is picking up the contribution as though it were making the contribution). This means that the mandatory contribution is not subject to federal income taxes, and in most cases, will not be subject to Social Security and Medicare taxes. This summary still refers to these contributions as mandatory employee contributions in order to avoid confusion with respect to other Employer contributions that may be made under the Plan.

ARTICLE III
EMPLOYER CONTRIBUTIONS

This Article describes Employer contributions that will be made to the Plan.

What is the Employer nonelective contribution and how is it allocated?

Nonelective contribution. Your Employer will make a nonelective contribution equal to 12% of your Compensation for each pay period.

Allocation conditions. You will always share in the nonelective contribution regardless of the amount of service you complete during the Plan Year.

What are forfeitures and how are they allocated?

Definition of forfeitures. In order to reward employees who remain employed with the Employer for a long period of time, the law permits a "vesting schedule" to be applied to certain contributions that your Employer makes to the Plan. This means that you will not be "vested" in (entitled to) all of the contributions until you have been employed with the Employer for a specified period of time (see the Article entitled "Vesting"). If a participant terminates employment before being fully vested, then the non-vested portion of the terminated participant's account balance remains in the Plan and is called a forfeiture.

Allocation of forfeitures. Forfeitures will be allocated as follows:

- Forfeitures may first be used to pay any administrative expenses.
- Any remaining forfeitures will be used to reduce any Employer contribution.

ARTICLE IV
COMPENSATION AND ACCOUNT BALANCE

What compensation is used to determine my Plan benefits?

Definition of compensation. For the purposes of the Plan, compensation has a special meaning. Compensation is generally defined as your total compensation that is subject to income tax and paid to you by your Employer during the Plan Year.

Adjustments to compensation. The following adjustments to compensation will be made:

- reimbursements or other expense allowances, fringe benefits, moving expenses, deferred compensation, and welfare benefits will be excluded.
- compensation paid after you terminate is generally excluded for Plan purposes. However, the following amounts will be included in compensation even though they are paid after you terminate employment, provided these amounts would otherwise have been considered compensation as described above and provided they are paid within 2 1/2 months after you terminate employment, or if later, the last day of the Plan Year in which you terminate employment:
    - compensation for services performed during your regular working hours, or for services outside your regular working hours (such as overtime or shift differential) or other similar payments that would have been made to you had you continued employment
    - compensation paid for unused accrued bona fide sick, vacation or other leave, if such amounts would have been included in compensation if paid prior to your termination of employment and you would have been able to use the leave if employment had continued
    - nonqualified unfunded deferred compensation if the payment is includible in gross income and would have been paid to you had you continued employment

Is there a limit on the amount of compensation which can be considered?

The Plan, by law, cannot recognize annual compensation in excess of a certain dollar limit. The limit for the Plan Year beginning in 2020 is $285,000. After 2020, the dollar limit may increase for cost-of-living adjustments.

Is there a limit on how much can be contributed to my account each year?

Generally, the law imposes a maximum limit on the amount of contributions that may be made to your account and any other amounts allocated to any of your accounts during the Plan Year, excluding earnings. Beginning in 2020, this total cannot exceed the lesser of $57,000 or 100% of your annual compensation. After 2020, the dollar limit may increase for cost-of-living adjustments.

How is the money in the Plan invested?

The Trustee of the Plan has been designated to hold the assets of the Plan for the benefit of Plan participants and their beneficiaries in accordance with the terms of this Plan. The trust fund established by the Plan's Trustee will be the funding medium used for the accumulation of assets from which Plan benefits will be distributed.

Participant directed investments. You will be able to direct the investment of your entire interest in the Plan. The Administrator will provide you with information on the investment choices available to you, the procedures for making investment elections, the frequency with which you can change your investment choices and other important information. You need to follow the procedures for making investment elections and you should carefully review the information provided to you before you give investment directions. If you do not direct the investment of your applicable Plan accounts, then your accounts will be invested in accordance with the default investment alternatives established under the Plan.

Earnings or losses. When you direct investments, your accounts are segregated for purposes of determining the earnings or losses on these investments. Your account does not share in the investment performance of other participants who have directed their own investments. You should remember that the amount of your benefits under the Plan will depend in part upon your choice of investments. Gains as well as losses can occur and your Employer, the Administrator, and the Trustee will not provide investment advice or guarantee the performance of any investment you choose.

Will Plan expenses be deducted from my account balance?

Expenses allocated to all accounts. The Plan permits the payment of Plan expenses to be made from the Plan's assets. The method of allocating the expenses depends on the nature of the expense itself. For example, certain administrative (or recordkeeping) expenses would typically be allocated proportionately to each participant. If the Plan pays $1,000 in expenses and there are 100 participants, your account balance would be charged $10 ($1,000/100) of the expense.

Terminated employee. After you terminate employment, your Employer reserves the right to charge your account for your pro rata share of the Plan's administration expenses, regardless of whether your Employer pays some of these expenses on behalf of current employees.

Expenses allocated to individual accounts. There are certain other expenses that may be paid just from your account. These are expenses that are specifically incurred by, or attributable to, you. For example, if you are married and get divorced, the Plan may incur additional expenses if a court mandates that a portion of your account be paid to your ex-spouse. These additional expenses may be paid directly from your account (and not the accounts of other participants) because they are directly attributable to you under the Plan. The Administrator can inform you when there will be a charge (or charges) directly to your account.

Your Employer may, from time to time, change the manner in which expenses are allocated.

ARTICLE V
VESTING

What is my vested interest in my account?

In order to reward employees who remain employed with the Employer for a long period of time, the law permits a "vesting schedule" to be applied to certain contributions that your Employer makes to the Plan. This means that you will not be entitled ("vested") in all of the contributions until you have been employed with the Employer for a specified period of time.

100% vested contributions. You are always 100% vested (which means that you are entitled to all of the amounts) in your accounts attributable to the following contributions:

- mandatory employee contributions
- rollover contributions

Vesting schedules. Your "vested percentage" for certain Employer contributions is based on vesting Periods of Service. This means at the time you stop working, your account balance attributable to contributions subject to a vesting schedule is multiplied by your vested percentage. The result, when added to the amounts that are always 100% vested as shown above, is your vested interest in the Plan, which is what you will actually receive from the Plan.

Employer Contributions

Your “vested percentage” in your account attributable to Employer contributions is determined under the following schedule. You will always, however, be 100% vested in these contributions if you are employed on or after your Normal Retirement Age or if you die or become disabled.

Vesting Schedule
Nonelective Contributions

Periods of Service	Percentage
Less than 3	0%
3	100%

How is my service determined for vesting purposes?

Period of Service. You will be credited with a Period of Service for each twelve-month period from your date of employment until the date you terminate employment. The Administrator will track your service and will credit you with a Period of Service in accordance with the terms of the Plan. If you have any questions regarding your vesting service, you should contact the Administrator.

What service is counted for vesting purposes?

Service with the Employer. In calculating your vested percentage, all service you perform for the Employer will generally be counted.

Military Service. If you are a veteran and are reemployed under the Uniformed Services Employment and Reemployment Rights Act of 1994, your qualified military service may be considered service with the Employer. If you may be affected by this law, ask the Administrator for further details.

When will the non-vested portion of my account balance be forfeited?

If you are partially vested in your account balance when you leave, the non-vested portion of your account balance will be forfeited on the earlier of the date:

(a) of the distribution of your vested account balance, or

(b) when you incur five consecutive 1-year Breaks in Service.

ARTICLE VI
DISTRIBUTIONS PRIOR TO TERMINATION

Can I withdraw money from my account while working?

In-service distributions. You may be entitled to receive an in-service distribution. However, this distribution is not in addition to your other benefits and will therefore reduce the value of the benefits you will receive at retirement. This distribution is made at your election and will be made in accordance with the forms of distributions available under the Plan.

Conditions and Limitations. Generally you may receive a distribution from the Plan from certain accounts prior to your termination of employment provided you satisfy the condition described below:

- you have reached Normal Retirement Age

The following limitations apply to in-service distributions from certain accounts:

- In-service distributions can only be made from accounts which are 100% vested.

ARTICLE VII
BENEFITS AND DISTRIBUTIONS UPON TERMINATION OF EMPLOYMENT

When can I get money out of the Plan?

You may receive a distribution of the vested portion of some or all of your accounts in the Plan for the following reasons:

- termination of employment for reasons other than death, disability or retirement
- normal retirement
- disability
- death

This Plan is designed to provide you with retirement benefits. However, distributions are permitted if you die or become disabled. In addition, certain payments are permitted when you terminate employment for any other reason. The rules under which you can receive a distribution are described in this Article. The rules regarding the payment of death benefits to your beneficiary are described in "Benefits and Distributions Upon Death."

You may also receive distributions while you are still employed with the Employer. (See the Article entitled "Distributions Prior to Termination" for a further explanation.)

Military Service. If you are a veteran and are reemployed under the Uniformed Services Employment and Reemployment Rights Act of 1994, your qualified military service may be considered service with the Employer. There may also be benefits for employees who die or become disabled while on active duty. Employees who receive wage continuation payments while in the military may benefit from various changes in the law. If you think you may be affected by these rules, ask the Administrator for further details.

What happens if I terminate employment before death, disability or retirement?

If your employment terminates for reasons other than death, disability or normal retirement, you will be entitled to receive only the "vested percentage" of your account balance.

You may elect to have your vested account balance distributed to you as soon as administratively feasible following your termination of employment. However, if the value of your vested account balance does not exceed $5,000, then a distribution will be made to you regardless of whether you consent to receive it. (See the question entitled "How will my benefits be paid to me?" for additional information.)

Treatment of rollovers for consent to distribution. In determining if the value of your vested account balance exceeds the $5,000 threshold described above used to determine whether you must consent to a distribution, your rollover account will be considered as part of your benefit.

What happens if I terminate employment at Normal Retirement Date?

Normal Retirement Date. You will attain your Normal Retirement Age when you reach age 59 1/2. Your Normal Retirement Date is the date on which you attain your Normal Retirement Age.

Payment of benefits. You will become 100% vested in all of your accounts under the Plan if you retire on or after your Normal Retirement Age. However, the actual payment of benefits generally will not begin until you reach your Normal Retirement Date (even if employment has not terminated). In such event, a distribution will be made, at your election, as soon as administratively feasible. If you remain employed past your Normal Retirement Date, you may generally defer the receipt of benefits until you actually terminate employment. (See the question entitled "How will my benefits be paid to me?" for an explanation of how these benefits will be paid.)

What happens if I terminate employment due to disability?

Definition of disability. Under the Plan, disability is defined as a physical or mental condition of a Participant resulting from bodily injury, disease, or mental disorder which renders him incapable of continuing his usual and customary employment with the Employer. The Disability of a Participant shall be determined by a licensed physician. The determination shall be applied uniformly to all Participants.

Payment of benefits. If you become disabled while an employee, you will become 100% vested in all of your accounts under the Plan. Payment of your disability benefits will be made to you as if you had retired. However, if the value of your account balance does not exceed $5,000, then a distribution of your account balance will be made to you, regardless of whether you consent to receive it. (See the question entitled "How will my benefits be paid to me?" for an explanation of how these benefits will be paid.)

How will my benefits be paid to me?

Forms of distribution. If your vested account balance does not exceed $5,000, then your vested account balance may only be distributed to you in a single lump-sum payment. In determining whether your vested account balance exceeds the $5,000 threshold, "rollovers" (and any earnings allocable to "rollover" contributions) will be taken into account.

In addition, if your vested account balance exceeds $5,000, you must consent to any distribution before it may be made. If your vested account balance exceeds $5,000, you may elect to receive a distribution of your vested account balance in:

- a single lump-sum payment
- installments over a period of not more than your assumed life expectancy (or the assumed life expectancies of you and your beneficiary)
- partial withdrawals

Delaying distributions. You may delay the distribution of your vested account balance unless a distribution is required to be made, as explained earlier, because your vested account balance does not exceed $5,000. However, if you elect to delay the distribution of your vested account balance, there are rules that require that certain minimum distributions be made from the Plan. Distributions are required to begin not later than the April 1st following the later of the end of the year in which you reach age 70 1/2 or retire.

Medium of payment. Benefits under the Plan will generally be paid to you in cash only.

ARTICLE VIII
BENEFITS AND DISTRIBUTIONS UPON DEATH

What happens if I die while working for the Employer?

If you die while still employed by the Employer, then your vested account balance will be used to provide your beneficiary with a death benefit.

Who is the beneficiary of my death benefit?

Beneficiary designation. You may designate a beneficiary for your death benefit. The designation must be made in accordance with the procedures set forth by the Administrator. You should periodically review your designation to ensure it continues to meet your goals.

Divorce. If you have designated your spouse as your beneficiary for all or a part of your death benefit, then upon your divorce, the designation is no longer valid. This means that if you do not select a new beneficiary after your divorce, then you are treated as not having a beneficiary for that portion of the death benefit (unless you have remarried).

No beneficiary designation. At the time of your death, if you have not designated a beneficiary or the individual named as your beneficiary is not alive, then the death benefit will be paid in the following order of priority to: First to the Participant's spouse, then to the Participant's estate.

How will the death benefit be paid to my beneficiary?

Form of distribution. If the death benefit payable to a beneficiary does not exceed $5,000, then the benefit may only be paid as a lump-sum. If the death benefit exceeds $5,000, your beneficiary may elect to have the death benefit in the same forms of payments that were available to you.

When must the last payment be made to my beneficiary?

The law generally restricts the ability of a retirement plan to be used as a method of retaining money for purposes of your death estate. Thus, there are rules that are designed to ensure that death benefits are distributable to beneficiaries within certain time periods.

Regardless of the method of distribution selected, if your designated beneficiary is a person (rather than your estate or some trusts) then minimum distributions of your death benefit will begin by the end of the year following the year of your death ("1-year rule") and must be paid over a period not extending beyond your beneficiary's life expectancy. If your spouse is the beneficiary, then under the "1-year rule," the start of payments will be delayed until the year in which you would have attained age 70 1/2 unless your spouse elects to begin distributions over his or her life expectancy before then. However, instead of the "1-year rule" your beneficiary may elect to have the entire death benefit paid by the end of the fifth year following the year of your death (the "5-year rule"). Generally, if your beneficiary is not a person, your entire death benefit must be paid under the "5-year rule."

What happens if I'm a participant, terminate employment and die before receiving all my benefits?

If you terminate employment with the Employer and subsequently die, your beneficiary will be entitled to your remaining interest in the Plan at the time of your death. The provision in the Plan providing for full vesting of your benefit upon death does not apply if you die after terminating employment.

ARTICLE IX
TAX TREATMENT OF DISTRIBUTIONS

What are my tax consequences when I receive a distribution from the Plan?

Generally, you must include any Plan distribution in your taxable income in the year in which you receive the distribution. The tax treatment may also depend on your age when you receive the distribution. Certain distributions made to you when you are under age 59 1/2 could be subject to an additional 10% tax.

Can I elect a rollover to reduce or defer tax on my distribution?

Rollover or Direct Transfer. You may reduce, or defer entirely, the tax due on your distribution through use of one of the following methods:

(a) **60-day rollover.** The rollover of all or a portion of the distribution to an Individual Retirement Account or Annuity (IRA) or another employer retirement plan willing to accept the rollover. This will result in no tax being due until you begin withdrawing funds from the IRA or other qualified employer plan. The rollover of the distribution, however, MUST be made within strict time frames (normally, within 60 days after you receive your distribution). Under certain circumstances, all or a portion of a distribution may not qualify for this rollover treatment. In addition, most distributions will be subject to mandatory federal income tax withholding at a rate of 20%. This will reduce the amount you actually receive. For this reason, if you wish to roll over all or a portion of your distribution amount, then the direct transfer option described in paragraph (b) below would be the better choice.

(b) **Direct rollover.** For most distributions, you may request that a direct transfer (sometimes referred to as a direct rollover) of all or a portion of a distribution be made to either an Individual Retirement Account or Annuity (IRA) or another employer retirement plan willing to accept the transfer. A direct transfer will result in no tax being due until you withdraw funds from the IRA or other employer plan. Like the rollover, under certain circumstances all or a portion of the amount to be distributed may not qualify for this direct transfer. If you elect to actually receive the distribution rather than request a direct transfer, then in most cases 20% of the distribution amount will be withheld for federal income tax purposes.

Automatic IRA Rollover. If a mandatory distribution is being made to you because your vested interest in the Plan exceeds $1,000 but does not exceed $5,000, then the Plan will rollover your distribution to an IRA if you do not make an affirmative election to either receive or roll over the distribution. The IRA provider selected by the Plan will invest the rollover funds in a type of investment designed to preserve principal and provide a reasonable rate of return and liquidity (e.g., an interest-bearing account, a certificate of deposit or a money market fund). The IRA provider will charge your account for any expenses associated with the establishment and maintenance of the IRA and with the IRA investments. You may transfer the IRA funds to any other IRA you choose. You will be provided with details regarding the IRA at the time you are entitled to a distribution. However, you may contact the Administrator at the address and telephone number

indicated in this summary for further information regarding the Plan's automatic rollover provisions, the IRA provider, and the fees and expenses associated with the IRA.

Tax Notice. WHENEVER YOU RECEIVE A DISTRIBUTION THAT IS AN ELIGIBLE ROLLOVER DISTRIBUTION, THE ADMINISTRATOR WILL DELIVER TO YOU A MORE DETAILED EXPLANATION OF THESE OPTIONS. HOWEVER, THE RULES WHICH DETERMINE WHETHER YOU QUALIFY FOR FAVORABLE TAX TREATMENT ARE VERY COMPLEX. YOU SHOULD CONSULT WITH QUALIFIED TAX COUNSEL BEFORE MAKING A CHOICE.

ARTICLE X
PROTECTED BENEFITS AND CLAIMS PROCEDURES

Are my benefits protected?

As a general rule, your interest in your account, including your "vested interest," may not be alienated. This means that your interest may not be sold, used as collateral for a loan, given away or otherwise transferred. In addition, your creditors (other than the IRS) may not attach, garnish or otherwise interfere with your benefits under the Plan.

Are there any exceptions to the general rule?

There are three exceptions to this general rule. The Administrator must honor a "qualified domestic relations order." A "qualified domestic relations order" is defined as a decree or order issued by a court that obligates you to pay child support or alimony, or otherwise allocates a portion of your assets in the Plan to your spouse, former spouse, children or other dependents. If a qualified domestic relations order is received by the Administrator, all or a portion of your benefits may be used to satisfy that obligation. The Administrator will determine the validity of any domestic relations order received. You and your beneficiaries can obtain from the Administrator, without charge, a copy of the procedure used by the Administrator to determine whether a qualified domestic relations order is valid.

The second exception applies if you are involved with the Plan's operation. If you are found liable for any action that adversely affects the Plan, the Administrator can offset your benefits by the amount that you are ordered or required by a court to pay the Plan. All or a portion of your benefits may be used to satisfy any such obligation to the Plan.

The last exception applies to Federal tax levies and judgments. The Federal government is able to use your interest in the Plan to enforce a Federal tax levy and to collect a judgment resulting from an unpaid tax assessment.

Can the Plan be amended?

Your Employer has the right to amend the Plan at any time. In no event, however, will any amendment authorize or permit any part of the Plan assets to be used for purposes other than the exclusive benefit of participants or their beneficiaries. Additionally, no amendment will cause any reduction in the amount credited to your account.

What happens if the Plan is discontinued or terminated?

Although your Employer intends to maintain the Plan indefinitely, your Employer reserves the right to terminate the Plan at any time. Upon termination, no further contributions will be made to the Plan and all amounts credited to your accounts will become 100% vested. Your Employer will direct the distribution of your accounts in a manner permitted by the Plan as soon as practicable. (See the question entitled "How will my benefits be paid to me?" for a further explanation.) You will be notified if the Plan is terminated.

How do I submit a claim for Plan benefits?

Benefits will generally be paid to you and your beneficiaries without the necessity for formal claims. Contact the Administrator if you are entitled to benefits or if you think an error has been made in determining your benefits. Any such request should be in writing.

If the Administrator determines the claim is valid, then you will receive a statement describing the amount of benefit, the method or methods of payment, the timing of distributions and other information relevant to the payment of the benefit.

What if my benefits are denied?

Your request for Plan benefits will be considered a claim for Plan benefits, and it will be subject to a full and fair review. If your claim is wholly or partially denied, the Administrator will provide you with notification of the Plan's adverse determination. This written or electronic notification will be provided to you within a reasonable period of time.

ARTICLE XI
GENERAL INFORMATION ABOUT THE PLAN

There is certain general information which you may need to know about the Plan. This information has been summarized for you in this Article.

Plan Name

The full name of the Plan is Loxahatchee River Environmental Control District Money Purchase Plan and Trust.

Plan Effective Dates

This Plan was originally effective on January 1, 1980. The amended and restated provisions of the Plan become effective on June 1, 2020.

Other Plan Information

Valuations of the Plan assets are generally made every business day. Certain distributions are based on the Anniversary Date of the Plan. This date is the last day of the Plan Year.

The Plan's records are maintained on a twelve-month period of time. This is known as the Plan Year. The Plan Year begins on January 1st and ends on December 31st.

Employer Information

Your Employer's name, address and identification number are:

Loxahatchee River Environmental Control District
2500 Jupiter Park Drive
Jupiter, Florida 33458
59-1455126

Administrator Information

The Administrator is responsible for the day-to-day administration and operation of the Plan. For example, the Administrator maintains the Plan records, including your account information, provides you with the forms you need to complete for Plan participation, and directs the payment of your account at the appropriate time. The Administrator will also allow you to review the formal Plan document and certain other materials related to the Plan. If you have any questions about the Plan or your participation, you should contact the Administrator. The Administrator may designate other parties to perform some duties of the Administrator.

The Administrator has the complete power, in its sole discretion, to determine all questions arising in connection with the administration, interpretation, and application of the Plan (and any related documents and underlying policies). Any such determination by the Administrator is conclusive and binding upon all persons.

The name, address and business telephone number of the Plan's Administrator are:

Loxahatchee River Environmental Control District
2500 Jupiter Park Drive
Jupiter, Florida 33458
(561) 401-4095

Plan Trustee Information and Plan Funding Medium

All money that is contributed to the Plan is held in a trust fund. The Trustee is responsible for the safekeeping of the trust fund and must hold and invest Plan assets in a prudent manner and in the best interest of you and your beneficiaries. The trust fund established by the Plan's Trustee(s) will be the funding medium used for the accumulation of assets from which benefits will be distributed. While all the Plan assets are held in a trust fund, the Administrator separately accounts for each Participant's interest in the Plan.

The Plan's Trustee is:

Great-West Trust Company, LLC
8515 East Orchard Road
Greenwood Village, Colorado 80111
(877) 694-4015

ADOPTION AGREEMENT FOR GOVERNMENTAL VOLUME SUBMITTER MONEY PURCHASE PLAN

CAUTION: Failure to properly fill out this Adoption Agreement may result in disqualification of the Plan.

EMPLOYER INFORMATION

(An amendment to the Adoption Agreement is not needed solely to reflect a change in this Employer Information Section.)

1. EMPLOYER'S NAME, ADDRESS, TELEPHONE NUMBER, TIN AND FISCAL YEAR

Name: Loxahatchee River Environmental Control District

Address: 2500 Jupiter Park Drive
Street

Jupiter (City) Florida (State) 33458 (Zip)

Telephone: (561) 401-4095

Taxpayer Identification Number (TIN): 59-1455126

Employer's Fiscal Year ends: September 30

2. TYPE OF GOVERNMENTAL ENTITY. This Plan may only be adopted a state or local governmental entity, or agency thereof, including an Indian tribal government and may not be adopted by any other entity, including a federal government and any agency or instrumentality thereof.

a. [X] State government or state agency
b. [ ] County or county agency
c. [ ] Municipality or municipal agency
d. [ ] Indian tribal government (see Note below)
e. [ ] Other: _____

NOTE: An Indian tribal government may only adopt this Plan if such entity is defined under Code §7701(a)(40), is a subdivision of an Indian tribal government as determined in accordance with Code §7871(d), or is an agency or instrumentality of either, and all of the Participants under this Plan employed by such entity substantially perform services as an Employee in essential governmental functions and not in the performance of commercial activities (whether or not an essential government function).

3. PARTICIPATING EMPLOYERS (Plan Section 1.38). Will any other Employers adopt this Plan as Participating Employers?

a. [X] No
b. [ ] Yes

PLAN INFORMATION

(An amendment to the Adoption Agreement is not needed solely to reflect a change in the information in Questions 9. through 10.)

4. PLAN NAME:

Loxahatchee River Environmental Control District Money Purchase Plan and Trust

5. PLAN STATUS

a. [ ] New Plan
b. [X] Amendment and restatement of existing Plan
PPA RESTATEMENT (leave blank if not applicable)
1. [ ] This is an amendment and restatement to bring a plan into compliance with the Pension Protection Act of 2006 ("PPA") and other legislative and regulatory changes (i.e., the 6-year pre-approved plan restatement).

6. EFFECTIVE DATE (Plan Section 1.16) (complete a. if new plan; complete a. AND b. if an amendment and restatement)

Initial Effective Date of Plan

a. January 1, 1980 (enter month day, year) (hereinafter called the "Effective Date" unless 6.b. is entered below)

Restatement Effective Date. If this is an amendment and restatement, the effective date of the restatement (hereinafter called the "Effective Date") is:

b. June 1, 2020 (enter month day, year; may enter a restatement date that is the first day of the current Plan Year. Plan contains appropriate retroactive effective dates with respect to provisions for appropriate laws.)

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7. PLAN YEAR (Plan Section 1.42) means, except as otherwise provided in d. below:
   a. [X] the calendar year
   b. [ ] the twelve-month period ending on _____ (e.g., June 30th)

   SHORT PLAN YEAR (Plan Section 1.46). This is a Short Plan Year (if the effective date of participation is based on a Plan Year, then coordinate with Question 14):
   c. [X] N/A
   d. [ ] beginning on _____ (enter month day, year; e.g., July 1, 2013)
   and ending on _____ (enter month day, year).

8. VALUATION DATE (Plan Section 1.52) means:
   a. [X] every day that the Trustee (or Insurer), any transfer agent appointed by the Trustee (or Insurer) or the Employer, and any stock exchange used by such agent are open for business (daily valuation)
   b. [ ] the last day of each Plan Year
   c. [ ] the last day of each Plan Year quarter
   d. [ ] other (specify day or days): _____ (must be at least once each Plan Year)

   NOTE: The Plan always permits interim valuations.

9. TRUSTEE(S) OR INSURER(S) (Plan Sections 1.25 and 1.50):
   a. [ ] **Insurer.** This Plan is funded exclusively with Contracts and the name of the Insurer(s) is:

   (1) _____ (2) _____ (if more than 2, add names to signature page).

   b. [ ] **Individual Trustee(s).** Individual Trustee(s) who serve as Trustee(s) over assets not subject to control by a corporate Trustee. (add additional Trustees as necessary)

   Name(s) Title(s)

   _____ _____

   _____ _____

   _____ _____

   Address and telephone number
   1. [ ] Use Employer address and telephone number
   2. [ ] Use address and telephone number below:

   Address: _____
   Street

   _____ _____ _____
   City State Zip

   Telephone: _____

   c. [X] **Corporate Trustee(s)** (add additional Trustees as necessary)

   Name: Great-West Trust Company, LLC

   Address: 8515 East Orchard Road
   Street

   Greenwood Village Colorado 80111
   City State Zip

   Telephone: (877) 694-4015

   Directed/Discretionary Trustee. Unless otherwise specified below, if there is a corporate Trustee, it will serve as a Directed (nondiscretionary) Trustee (Plan Section 1.21) and if there is an individual Trustee, he or she will serve as a Discretionary Trustee (Plan Section 1.22) over all Plan assets (select all that apply; leave blank if defaults apply)
   d. [ ] Directed Trustee exceptions (leave blank if no exceptions):
   Directed Trustee over specified Plan assets (select all that apply; leave blank if none apply)
   1. [ ] The corporate Trustee will serve as Directed Trustee over the following assets: _____
   2. [ ] The individual Trustee(s) will serve as Directed Trustee over the following assets: _____

   Individual Trustee will serve as Directed Trustee (may not be selected with d.1. or d.2.)
   3. [ ] over all Plan assets

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e. [ ] Discretionary Trustee exceptions (leave blank if no exceptions):
Discretionary Trustee over specified Plan assets (select all that apply; leave blank if none apply)
1. [ ] The individual Trustee(s) will serve as Discretionary Trustee over the following assets: _____
2. [ ] The corporate Trustee will serve as Discretionary Trustee over the following assets: _____

Corporate Trustee will serve as Discretionary Trustee (may not be selected with e.1. or e.2.)
3. [ ] over all Plan assets

Separate trust. Will a separate trust agreement that is approved by the IRS for use with this Plan be used?
f. [ ] No
g. [X] Yes

NOTE: If Yes is selected, an executed copy of the trust agreement between the Trustee and the Employer must be attached to this Plan. The Plan and trust agreement will be read and construed together. The responsibilities, rights and powers of the Trustee will be those specified in the trust agreement.

10. ADMINISTRATOR'S NAME, ADDRESS AND TELEPHONE NUMBER
(If none is named, the Employer will be the Administrator (Plan Section 1.2).)
a. [X] Employer (use Employer address and telephone number)
b. [ ] Other:

Name: _____

Address: _____
Street

_____ _____ _____
City State Zip

Telephone: _____

11. CONTRIBUTION TYPES
The selections made below must correspond with the selections made under the Contributions and Allocations Section of this Adoption Agreement.
FROZEN PLAN OR CONTRIBUTIONS HAVE BEEN SUSPENDED (Plan Section 4.1(c)) (optional)
a. [ ] This is a frozen Plan (i.e., all contributions cease) (if this is a temporary suspension, select a.2):
1. [ ] All contributions ceased as of, or prior to, the effective date of this amendment and restatement and the prior Plan provisions are not reflected in this Adoption Agreement (may enter effective date at 3. below and/or select contributions at b. - f. (optional), skip questions 12-18 and 22-29)
2. [ ] All contributions ceased or were suspended and the prior Plan provisions are reflected in this Adoption Agreement (must enter effective date at 3. below and select contributions at b. - f.)

Effective date
3. [ ] as of _____ (effective date is optional unless a.2. has been selected above or this is the amendment or restatement to freeze the Plan).

CONTRIBUTIONS
The Plan permits the following contributions (select one or more):
b. [X] **Employer contributions other than matching** (Questions 24-25)
1. [ ] This Plan qualifies as a Social Security Replacement Plan (Question 24.c. must be selected)
c. [ ] **Employer matching contributions** (Questions 26-28)
d. [X] **Mandatory Employee contributions** (Question 31)
e. [ ] **After-tax voluntary Employee contributions** (Question 32)
f. [X] **Rollover contributions** (Question 39)

ELIGIBILITY REQUIREMENTS

12. ELIGIBLE EMPLOYEES (Plan Section 1.17) means all Employees (including Leased Employees) EXCEPT those Employees who are excluded below or elsewhere in the Plan:
a. [ ] **No excluded Employees.** There are no additional excluded Employees under the Plan (skip to Question 13).
b. [X] **Exclusions.** The following Employees are not Eligible Employees for Plan purposes (select one or more):
1. [ ] Union Employees (as defined in Plan Section 1.17)
2. [ ] Nonresident aliens (as defined in Plan Section 1.17)
3. [ ] Leased Employees (Plan Section 1.28)
4. [X] Part-time/temporary/seasonal Employees. A part-time, temporary or seasonal Employee is an Employee whose regularly scheduled service is less than 30 Hours of Service in the relevant eligibility computation period (as defined in Plan Section 1.54). However, if any such excluded Employee actually completes a Year of Service, then such Employee will no longer be part of this excluded class.

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5. [ ] Other: _____ (must be definitely determinable under Regulations §1.401-1(b). Exclusions may be employment title specific but may not be by individual name nor result in only a finite group of individuals (e.g., excluding anyone hired after 12/31/12.)

13. CONDITIONS OF ELIGIBILITY (Plan Section 3.1)

a. [ ] **No age or service required.** No age or service required for all Contribution Types (skip to Question 14).

b. [X] **Eligibility.** An Eligible Employee will be eligible to participate in the Plan upon satisfaction of the following (complete c. and d., select e. and f. if applicable):

Eligibility Requirements

c. [X] **Age Requirement**
   1. [ ] No age requirement
   2. [ ] Age 20 1/2
   3. [ ] Age 21
   4. [X] Age 18 (may not exceed 26)

d. [X] **Service Requirement**
   1. [ ] No service requirement
   2. [ ] _____ (not to exceed 60) months of service (elapsed time)
   3. [X] 1 Year of Service
   4. [ ] _____ (not to exceed 5) Years of Service
   5. [ ] _____ consecutive month period from the Eligible Employee's employment commencement date and during which at least _____ Hours of Service are completed.
   6. [ ] _____ consecutive months of employment from the Eligible Employee's employment commencement date.
   7. [ ] Other: _____ (e.g., date on which 1,000 Hours of Service is completed within the computation period) (must satisfy the Notes below)

NOTE: If c.4. or d.7. is selected, the condition must be an age or service requirement that is definitely determinable and may not exceed age 26 and may not exceed 5 Years of Service.

NOTE: Year of Service means Period of Service if elapsed time method is chosen.

Waiver of conditions. The service and/or age requirements specified above will be waived in accordance with the following (leave blank if there are no waivers of conditions):

e. [ ] If employed on _____ the following requirements, and the entry date requirement, will be waived. The waiver applies to any Eligible Employee unless 3. selected below. Such Employees will enter the Plan as of such date (select 1. and/or 2. AND 3. if applicable):
   1. [ ] service requirement (may let part-time Eligible Employees into the Plan)
   2. [ ] age requirement
   3. [ ] waiver is for: _____

Amendment or restatement to change eligibility requirements

f. [ ] This amendment or restatement (or a prior amendment and restatement) modified the eligibility requirements and the prior eligibility conditions continue to apply to the Eligible Employees specified below. If this option is NOT selected, then all Eligible Employees must satisfy the eligibility conditions set forth above.
   1. [ ] The eligibility conditions above only apply to Eligible Employees who were not Participants as of the effective date of the modification.
   2. [ ] The eligibility conditions above only apply to individuals who were hired on or after the effective date of the modification.

14. EFFECTIVE DATE OF PARTICIPATION (ENTRY DATE) (Plan Section 3.2)

An Eligible Employee who has satisfied the eligibility requirements will become a Participant in the Plan as of the:

a. [X] date such requirements are met
b. [ ] first day of the month coinciding with or next following the date on which such requirements are met
c. [ ] first day of the Plan Year quarter coinciding with or next following the date on which such requirements are met
d. [ ] earlier of the first day of the Plan Year or the first day of the seventh month of the Plan Year coinciding with or next following the date on which such requirements are met
e. [ ] first day of the Plan Year coinciding with or next following the date on which such requirements are met (Eligibility must be six months of service (or 1 1/2 Years (or Periods) of Service if 100% immediate vesting is selected) or less and age must be 20 1/2 or less.)
f. [ ] first day of the Plan Year in which such requirements are met
g. [ ] first day of the Plan Year in which such requirements are met, if such requirements are met in the first 6 months of the Plan Year, or as of the first day of the next succeeding Plan Year if such requirements are met in the last 6 months of the Plan Year.
h. [ ] other: _____ (must be definitely determinable)

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SERVICE

15. RECOGNITION OF SERVICE WITH OTHER EMPLOYERS (Plan Sections 1.39 and 1.54)

a. [X] No service with other employers is recognized except as otherwise required by law (e.g., the Plan already provides for the recognition of service with Employers who have adopted this Plan as well as service with Affiliated Employers and predecessor Employers who maintained this Plan; skip to Question 16).

b. [ ] Prior service with the designated employers is recognized as follows (answer c. and select one or more of c.1. - 3.; select d. - f. as applicable) (if more than 3 employers, attach an addendum to the Adoption Agreement or complete option h. under Section B of Appendix A):

Other Employer	**Eligibility**	**Vesting**	**Contribution Allocation**
c. [ ] Employer name: _____	1. [ ]	2. [ ]	3. [ ]
d. [ ] Employer name: _____	1. [ ]	2. [ ]	3. [ ]
e. [ ] Employer name: _____	1. [ ]	2. [ ]	3. [ ]
Limitations			
f. [ ] The following provisions or limitations apply with respect to the recognition of prior service: _____ (e.g., credit service with X only on/following 1/1/13)	1. [ ]	2. [ ]	3. [ ]

NOTE: If the other Employer(s) maintained this qualified Plan, then Years (and/or Periods) of Service with such Employer(s) must be recognized pursuant to Plan Sections 1.39 and 1.54 regardless of any selections above.

16. SERVICE CREDITING METHOD (Plan Sections 1.39 and 1.54)

NOTE: If no selections are made in this Section, then the provisions set forth in the definition of Year of Service in Plan Section 1.54 will apply, including the following defaults:

1. A Year of Service means completion of at least 1,000 Hours of Service during the applicable computation period.
2. Hours of Service (Plan Section 1.24) will be based on actual Hours of Service.
3. For eligibility purposes, the computation period will be as defined in Plan Section 1.54 (i.e., shift to the Plan Year if the eligibility condition is one (1) Year of Service or less).
4. For vesting and allocation purposes, the computation period will be the Plan Year.

a. [X] **Elapsed time method.** (Period of Service applies instead of Year of Service) Instead of Hours of Service, elapsed time will be used for:

1. [X] all purposes (skip to Question 17)
2. [ ] the following purposes (select one or more):
   a. [ ] eligibility to participate
   b. [ ] vesting
   c. [ ] sharing in allocations or contributions

b. [ ] **Alternative definitions for the Hours of Service method.** Instead of the defaults, the following alternatives will apply for the Hours of Service method (select one or more):

1. [ ] **Eligibility computation period.** Instead of shifting to the Plan Year, the eligibility computation period after the initial eligibility computation period will be based on each anniversary of the date the Employee first completes an Hour of Service
2. [ ] **Vesting computation period.** Instead of the Plan Year, the vesting computation period will be the date an Employee first performs an Hour of Service and each anniversary thereof.
3. [ ] **Equivalency method.** Instead of using actual Hours of Service, an equivalency method will be used to determine Hours of Service for:
   a. [ ] all purposes
   b. [ ] the following purposes (select one or more):
      1. [ ] eligibility to participate
      2. [ ] vesting
      3. [ ] sharing in allocations or contributions

   Such method will apply to:
   c. [ ] all Employees
   d. [ ] Employees for whom records of actual Hours of Service are not maintained or available (e.g., salaried Employees)
   e. [ ] other: _____ (e.g., per-diem Employees only)

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Hours of Service will be determined on the basis of:
f. [ ] days worked (10 hours per day)
g. [ ] weeks worked (45 hours per week)
h. [ ] semi-monthly payroll periods worked (95 hours per semi-monthly pay period)
i. [ ] months worked (190 hours per month)
j. [ ] bi-weekly payroll periods worked (90 hours per bi-weekly pay period)
k. [ ] other: _____ (e.g., option f. is used for per-diem Employees and option g. is used for on-call Employees).

4. [ ] **Number of Hours of Service required.** Instead of 1,000 Hours of Service, Year of Service means the applicable computation period during which an Employee has completed at least _____ (not to exceed 1,000) Hours of Service for:
a. [ ] all purposes
b. [ ] the following purposes (select one or more):
1. [ ] eligibility to participate
2. [ ] vesting
3. [ ] sharing in allocations or contributions

VESTING

17. VESTING OF PARTICIPANT'S INTEREST – EMPLOYER CONTRIBUTIONS (Plan Section 6.4(b))
a. [ ] N/A (no Employer contributions; skip to Question 19)
b. [X] The vesting provisions selected below apply. Section B of Appendix A can be used to specify any exceptions to the provisions below.

NOTE: The Plan provides that contributions for converted sick leave and/or vacation leave are fully Vested.

Vesting for Employer contributions other than matching contributions
c. [ ] N/A (no Employer contributions (other than matching contributions); skip to f.)
d. [ ] 100% vesting. Participants are 100% Vested in Employer contributions (other than matching contributions) upon entering Plan.
e. [X] The following vesting schedule, based on a Participant's Years of Service (or Periods of Service if the elapsed time method is selected), applies to Employer contributions (other than matching contributions):
1. [ ] 6 Year Graded: 0-1 year-0%; 2 years-20%; 3 years-40%; 4 years-60%; 5 years-80%; 6 years-100%
2. [ ] 4 Year Graded: 1 year-25%; 2 years-50%; 3 years-75%; 4 years-100%
3. [ ] 5 Year Graded: 1 year-20%; 2 years-40%; 3 years-60%; 4 years-80%; 5 years-100%
4. [X] Cliff: 100% vesting after _3_ (not to exceed 15) years
5. [ ] Other graded vesting schedule (must provide for full vesting no later than 15 years of service; add additional lines as necessary)

Years (or Periods) of Service	Percentage
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%

Vesting for Employer matching contributions
f. [X] N/A (no Employer matching contributions)
g. [ ] The schedule above will also apply to Employer matching contributions.
h. [ ] 100% vesting. Participants are 100% Vested in Employer matching contributions upon entering Plan.
i. [ ] The following vesting schedule, based on a Participant's Years of Service (or Periods of Service if the elapsed time method is selected), applies to Employer matching contributions:
1. [ ] 6 Year Graded: 0-1 year-0%; 2 years-20%; 3 years-40%; 4 years-60%; 5 years-80%; 6 years-100%
2. [ ] 4 Year Graded: 1 year-25%; 2 years-50%; 3 years-75%; 4 years-100%
3. [ ] 5 Year Graded: 1 year-20%; 2 years-40%; 3 years-60%; 4 years-80%; 5 years-100%
4. [ ] Cliff: 100% vesting after _____ (not to exceed 15) years
5. [ ] Other graded vesting schedule (must provide for full vesting no later than 15 years of service; add additional lines as necessary)

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Years (or Periods) of Service	Percentage
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%

18. VESTING OPTIONS

Excluded vesting service. The following Years of Service will be disregarded for vesting purposes (select all that apply; leave blank if none apply):

a. [ ] Service prior to the initial Effective Date of the Plan or a predecessor plan (as defined in Regulations §1.411(a)-5(b)(3))
b. [ ] Service prior to the computation period in which an Employee has attained age _____.
c. [ ] Service during a period for which an Employee did not make mandatory Employee contributions.

Vesting for death, Total And Permanent Disability and Early Retirement Date. Regardless of the vesting schedule, a Participant will become fully Vested upon (select all that apply; leave blank if none apply):

d. [X] Death
e. [X] Total and Permanent Disability
f. [ ] Early Retirement Date

RETIREMENT AGES

19. NORMAL RETIREMENT AGE ("NRA") (Plan Section 1.32) means:

a. [X] **Specific age.** The date a Participant attains age 59 1/2 (may not exceed 65)
b. [ ] **Age/participation.** The later of the date a Participant attains age _____ (may not exceed 65) or the _____ (may not exceed 10th) anniversary of the first day of the Plan Year in which participation in the Plan commenced

NOTE: Effective for Plan Years beginning on or after the later of (1) January 1, 2015, or (2) the close of the first regular legislative session of the legislative body with the authority to amend the plan that begins on or after the date that is three months after the final regulations are published in the Federal Register, Normal Retirement Age of less than age 62 must meet Regulation §1.401(a)-1(b)(2).

Qualified police or firefighters. Normal Retirement Age for qualified public safety employees (as defined in Code §72(t)(1)) (leave blank if not applicable)

c. [ ] Age _____ (may not be less than 50)

20. NORMAL RETIREMENT DATE (Plan Section 1.33) means, with respect to any Participant, the:

a. [X] date on which the Participant attains "NRA"
b. [ ] first day of the month coinciding with or next following the Participant's "NRA"
c. [ ] first day of the month nearest the Participant's "NRA"
d. [ ] Anniversary Date coinciding with or next following the Participant's "NRA"
e. [ ] Anniversary Date nearest the Participant's "NRA"
f. [ ] Other: _____ (e.g., first day of the month following the Participant's "NRA").

21. EARLY RETIREMENT DATE (Plan Section 1.15)

a. [X] N/A (no early retirement provision provided)
b. [ ] Early Retirement Date means the:
   1. [ ] date on which a Participant satisfies the early retirement requirements
   2. [ ] first day of the month coinciding with or next following the date on which a Participant satisfies the early retirement requirements
   3. [ ] Anniversary Date coinciding with or next following the date on which a Participant satisfies the early retirement requirements

   Early retirement requirements

   4. [ ] Participant attains age _____
      AND, completes.... (leave blank if not applicable)
      a. [ ] at least _____ Years (or Periods) of Service for vesting purposes
      b. [ ] at least _____ Years (or Periods) of Service for eligibility purposes
c. [ ] Early Retirement Date means: _____ (must be definitely determinable)

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COMPENSATION

22. COMPENSATION with respect to any Participant is defined as follows (Plan Sections 1.10 and 1.23).

Base definition

a. [X] Wages, tips and other compensation on Form W-2
b. [ ] Code §3401(a) wages (wages for withholding purposes)
c. [ ] 415 safe harbor compensation

NOTE: Plan Section 1.23(c) provides that the base definition of Compensation includes deferrals that are not included in income due to Code §§401(k), 125, 132(f)(4), 403(b), 402(h)(1)(B)(SEP), 414(h)(2), & 457(b).

Determination period. Compensation will be based on the following "determination period" (this will also be the Limitation Year unless otherwise elected at option f. under Section B of Appendix A):

d. [X] the Plan Year
e. [ ] the Fiscal Year coinciding with or ending within the Plan Year
f. [ ] the calendar year coinciding with or ending within the Plan Year

Adjustments to Compensation (for Plan Section 1.10). Compensation will be adjusted by:

g. [ ] **No adjustments** (skip to i. below)
h. [X] **Adjustments.** Compensation will be adjusted by (select all that apply):
   1. [ ] excluding salary reductions (401(k), 125, 132(f)(4), 403(b), SEP, 414(h)(2) pickup, & 457(b))
   2. [X] excluding reimbursements or other expense allowances, fringe benefits (cash or non-cash), moving expenses, deferred compensation (other than deferrals specified in 1. above) and welfare benefits.
   3. [ ] excluding Compensation paid during the "determination period" while not a Participant in the Plan.
   4. [ ] excluding Military Differential Pay
   5. [ ] excluding overtime
   6. [ ] excluding bonuses
   7. [ ] other: _____ (e.g., describe Compensation from the elections available above or a combination thereof as to a Participant group (e.g., no exclusions as to Division A Employees and exclude bonuses as to Division B Employees); and/or describe another exclusion (e.g., exclude shift differential pay)).

Military Differential Pay Special Effective Date (leave blank if not applicable)

i. [ ] If this is a PPA restatement and the provisions above regarding Military Differential Pay (included unless h.4. is selected) have a later effective date than Plan Years beginning after December 31, 2008, then enter the date such provisions were first effective: _____ (may not be earlier than January 1, 2009; for Plan Years beginning prior to January 1, 2009, Military Differential Pay is treated in accordance with the post-severance Compensation provisions in the following Question).

23. POST-SEVERANCE COMPENSATION (415 REGULATIONS)

The following optional provision of the 415 Regulations will apply to Limitation Years beginning on or after July 1, 2007 unless otherwise elected below:

415 Compensation (post-severance compensation adjustments) (select all that apply at a.; leave blank if none apply)

NOTE: Unless otherwise elected under a. below, the following defaults apply: 415 Compensation will **include** (to the extent provided in Plan Section 1.23), post-severance regular pay, leave cash-outs and payments from nonqualified unfunded deferred compensation plans.

a. [X] The defaults listed above apply except for the following (select one or more):
   1. [ ] Leave cash-outs will be **excluded**
   2. [X] Nonqualified unfunded deferred compensation will be **excluded**
   3. [X] Military Differential Pay will be **included** (Plan automatically includes for Limitation Years beginning after December 31, 2008)
   4. [ ] Disability continuation payments will be **included**

Plan Compensation (post-severance compensation adjustments)

b. [ ] **Defaults apply.** Compensation will **include** (to the extent provided in Plan Section 1.10 and to the extent such amounts would be included in Compensation if paid prior to severance of employment) post-severance regular pay, leave cash-outs, and payments from nonqualified unfunded deferred compensation plans.
c. [ ] **Exclude all post-severance compensation.** Exclude all post-severance compensation for allocation purposes.
d. [X] **Post-severance adjustments.** The defaults listed at b. apply except for the following (select one or more):
   1. [ ] Exclude all post-severance compensation
   2. [ ] Regular pay will be **excluded**
   3. [ ] Leave cash-outs will be **excluded**
   4. [ ] Nonqualified unfunded deferred compensation will be **excluded**
   5. [X] Military Differential Pay will be **included**
   6. [ ] Disability continuation payments will be **included**

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NOTE: The above treatment of Military Differential Pay only applies to Plan Years beginning prior to January 1, 2009. For Plan Years beginning after such date, Military Differential Pay is not considered post-severance compensation and the provisions of Question 22 apply.

Post-severance compensation special effective date (leave blank if not applicable)

e. [ ] If this is a PPA restatement and the post-severance compensation adjustments above for 415 Compensation or Plan Compensation applied other than the first day of the Plan Year beginning on or after July 1, 2007, then enter the date such provisions were first effective: _____

CONTRIBUTIONS AND ALLOCATIONS

24. EMPLOYER CONTRIBUTIONS (OTHER THAN MATCHING CONTRIBUTIONS) (Plan Section 4.1(a)(2)) (skip to Question 26 if Employer contributions are NOT selected at Question 11.b.)

CONTRIBUTION FORMULA (select one or more of the following contribution formulas:)

a. [X] **Fixed contribution** equal to (only select one):
   1. [X] 12 % of each Participant's Compensation for each:
      a. [ ] Plan Year
      b. [ ] calendar quarter
      c. [ ] month
      d. [X] pay period
      e. [ ] week
   2. [ ] $_____ per Participant.
   3. [ ] $_____ per Hour of Service worked while an Eligible Employee
      a. [ ] up to _____ hours (leave blank if no limit)
   4. [ ] other: _____ (the formula described must satisfy the definitely determinable requirement under Regulations §1.401-1(b)).

b. [ ] **Sick leave/vacation leave conversion.** The Employer will contribute an amount equal to an Employee's current hourly rate of pay multiplied by the Participant's number of unused accumulated sick leave and/or vacation days (as selected below). Only unpaid sick and vacation leave for which the Employee has no right to receive in cash may be included. In no event will the Employer's contribution for the Plan Year exceed the maximum contribution permitted under Code §415(c).

   The following may be converted under the Plan: (select one or both):
   1. [ ] Sick leave
   2. [ ] Vacation leave

   Eligible Employees. Only the following Participants shall receive the Employer contribution for sick leave and/or vacation leave (select 3. and/or 4; leave blank if no limitations provided, however, that this Plan may not be used to only provide benefits for terminated Employees)
   3. [ ] **Former Employees.** All Employees terminating service with the Employer during the Plan Year and who have satisfied the eligibility requirements based on the terms of the Employer's accumulated benefits plans checked below (select all that apply; leave blank if no exclusions):
      a. [ ] The Former Employee must be at least age _____ (e.g., 55)
      b. [ ] The value of the sick and/or vacation leave must be at least $_____ (e.g., $2,000)
      c. [ ] A contribution will only be made if the total hours is over _____ (e.g., 10) hours
      d. [ ] A contribution will not be made for hours in excess of _____ (e.g., 40) hours
   4. [ ] **Active Employees.** Active Employees who have not terminated service during the Plan Year and who meet the following requirements (select all that apply; leave blank if no exclusions):
      a. [ ] The Employee must be at least age _____ (e.g., 55)
      b. [ ] The value of the sick and/or vacation leave must be at least $_____ (e.g., $2,000)
      c. [ ] A contribution will only be made if the total hours is over _____ (e.g., 10) hours
      d. [ ] A contribution will not be made for hours in excess of _____ (e.g., 40) hours

c. [ ] **Social Security Replacement Plan.** An amount equal to 7.5% of the Participant's Compensation for the entire Plan Year, reduced by Employee and Employer contributions to this Plan actually contributed to the Participant's Account during such Plan Year. (may only be selected if Question 11.b.1. has also been selected)
   Include only part-time, seasonal and temporary Employees (leave blank if not applicable)
   1. [ ] Regardless of any other provision in this to the contrary, the contribution above will only be made for part-time, seasonal, or temporary Employees who are not otherwise covered by another qualifying public retirement system as defined for purposes of Regulation §31.3121(b)(7)-2.

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25. ALLOCATION CONDITIONS (Plan Section 4.3). If 24.a. is selected above, indicate requirements to share in allocations of Employer contributions (select a. OR b. and all that apply at c. - e.)

a. [X] **No conditions.** All Participants share in the allocations regardless of service completed during the Plan Year or employment status on the last day of the Plan Year (skip to Question 26).

b. [ ] **Allocation conditions apply** (select one of 1. - 5. AND one of 6. - 9. below)

Conditions for Participants NOT employed on the last day of the Plan Year

1. [ ] A Participant must complete at least _____ (not to exceed 1,000) Hours of Service (or _____ (not to exceed 12) months of service if the elapsed time method is selected).
2. [ ] A Participant must complete a Year of Service (or Period of Service if the elapsed time method is selected).
3. [ ] Participants will NOT share in the allocations, regardless of service.
4. [ ] Participants will share in the allocations, regardless of service.
5. [ ] Other: _____ (must be definitely determinable, not subject to Employer discretion and may not require more than one Year of Service (or Period of Service if the elapsed time method is selected)).

Conditions for Participants employed on the last day of the Plan Year

6. [ ] No service requirement.
7. [ ] A Participant must complete a Year of Service (or Period of Service if the elapsed time method is selected).
8. [ ] A Participant must complete at least _____ (not to exceed 1,000) Hours of Service during the Plan Year.
9. [ ] Other: _____ (must be definitely determinable, not subject to Employer discretion and may not require more than one Year of Service (or Period of Service if the elapsed time method is selected)).

Waiver of conditions for Participants NOT employed on the last day of the Plan Year. If b.1., 2., 3., or 5. is selected, Participants who are not employed on the last day of the Plan Year in which one of the following events occur will be eligible to share in the allocations regardless of the above conditions (select all that apply; leave blank if none apply):

c. [ ] Death

d. [ ] Total and Permanent Disability

e. [ ] Termination of employment on or after Normal Retirement Age

1. [ ] or Early Retirement Date

26. EMPLOYER MATCHING CONTRIBUTIONS (Plan Section 4.1(a)(3)). (skip to Question 29 if matching contributions are NOT selected at Question 11.c.) The Employer will make the following matching contributions:

A. **Elective deferrals taken into account.** For purposes of applying the matching contribution provisions below, elective deferrals include elective deferral (pre-tax and Roth) contributions to the following Employer plan(s) (insert name of Plan(s) to which the elective deferral contributions being matched will be made):

a. [ ] **457 plan(s).** Enter Plan name: _____

b. [ ] **403(b) plan(s).** Enter Plan name: _____

NOTE: If selected at Question 32, after-tax voluntary Employee contributions are also considered elective deferrals for purposes of matching contributions.

B. **Matching Formula.** (select one)

c. [ ] **Fixed - uniform rate/amount.** The Employer will make matching contributions equal to _____% (e.g., 50) of the Participant's elective deferrals

1. [ ] that do not exceed _____% of a Participant's Compensation (leave blank if no limit)

d. [ ] **Fixed - tiered.** The Employer will make matching contributions equal to a uniform percentage of each tier of each Participant's elective deferrals, determined as follows:

NOTE: Fill in only percentages or dollar amounts, but not both. If percentages are used, each tier represents the amount of the Participant's applicable contributions that equals the specified percentage of the Participant's Compensation (add additional tiers if necessary):

Tiers of Contributions (indicate $ or %)	Matching Percentage
First _____	_____%
Next _____	_____%
Next _____	_____%
Next _____	_____%

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e. [ ] **Fixed - Years of Service.** The Employer will make matching contributions equal to a uniform percentage of each Participant's elective deferrals based on the Participant's Years of Service (or Periods of Service if the elapsed time method is selected), determined as follows (add additional tiers if necessary):

Years (or Periods) of Service	Matching Percentage
_____	_____%
_____	_____%
_____	_____%

For purposes of the above matching contribution formula, a Year (or Period) of Service means a Year (or Period) of Service for:
1. [ ] vesting purposes
2. [ ] eligibility purposes

f. [ ] Other: _____ (the formula described must satisfy the definitely determinable requirement under Regulations §1.401-1(b))

27. MATCHING CONTRIBUTION PROVISIONS

A. **Maximum matching contribution.** The total matching contribution made on behalf of any Participant for any Plan Year will not exceed:
a. [ ] N/A (no Plan specific limit on the amount of matching contribution)
b. [ ] $_____.
c. [ ] _____% of Compensation.

B. **Period of determination.** The matching contribution formula will be applied on the following basis (and elective deferrals and any Compensation or dollar limitation used in determining the matching contribution will be based on the applicable period):
d. [ ] the Plan Year
e. [ ] each payroll period
f. [ ] each month
g. [ ] each Plan Year quarter
h. [ ] each payroll unit (e.g., hour)

28. ALLOCATION CONDITIONS FOR MATCHING CONTRIBUTIONS (Plan Section 4.3). Select a. OR b. and all that apply of c. - h.
a. [ ] **No conditions.** All Participants share in the allocations regardless of service completed during the Plan Year or employment status on the last day of the Plan Year (skip to Question 29).
b. [ ] **Allocation conditions apply** (select one of 1. -5. AND one of 6. - 9. below)

Conditions for Participants NOT employed on the last day of the Plan Year.
1. [ ] A Participant must complete at least _____ (not to exceed 1,000) Hours of Service (or _____ (not to exceed 12) months of service if the elapsed time method is selected).
2. [ ] A Participant must complete a Year of Service (or Period of Service if the elapsed time method is selected).
3. [ ] Participants will NOT share in the allocations, regardless of service.
4. [ ] Participants will share in the allocations, regardless of service.
5. [ ] Other: _____ (must be definitely determinable, not subject to Employer discretion and may not require more than one Year of Service (or Period of Service if the elapsed time method is selected)).

Conditions for Participants employed on the last day of the Plan Year
6. [ ] No service requirement.
7. [ ] A Participant must complete a Year of Service (or Period of Service if the elapsed time method is selected).
8. [ ] A Participant must complete at least _____ (not to exceed 1,000) Hours of Service during the Plan Year.
9. [ ] Other: _____ (must be definitely determinable, not subject to Employer discretion and may not require more than one Year of Service (or Period of Service if the elapsed time method is selected)).

Waiver of conditions for Participants NOT employed on the last day of the Plan Year. If b.1., 2., 3., or 5. is selected, Participants who are not employed on the last day of the Plan Year in which one of the following events occur will be eligible to share in the allocations regardless of the above conditions (select all that apply; leave blank if none apply):
c. [ ] Death
d. [ ] Total and Permanent Disability
e. [ ] Termination of employment on or after Normal Retirement Age
1. [ ] or Early Retirement Date

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Conditions based on period other than Plan Year. The allocation conditions above will be applied based on the Plan Year unless otherwise selected below. If selected, the above provisions will be applied by substituting the term Plan Year with the specified period (e.g., if Plan Year quarter is selected below and the allocation condition is 250 Hours of Service per quarter, enter 250 hours (not 1000) at b.8. above).

f. [ ] The Plan Year quarter.
g. [ ] Payroll period.
h. [ ] Other: _____ (must be definitely determinable and not subject to Employer discretion and may not be longer than a twelve month period).

29. FORFEITURES (Plan Sections 1.21 and 4.3(e))

Forfeitures of Employer contributions other than matching contributions will be:

a. [ ] added to the Employer contribution and allocated in the same manner
b. [X] used to reduce any Employer contribution
c. [ ] allocated to all Participants eligible to share in the allocations of Employer contributions or Forfeitures in the same proportion that each Participant's Compensation for the Plan Year bears to the Compensation of all Participants for such year
d. [ ] other: _____ (describe the treatment of Forfeitures in a manner that is definitely determinable and not subject to Employer discretion; e.g., Forfeitures attributable to transferred balances from Plan X are allocated as additional discretionary contributions only to former Plan X Participants)

Forfeitures of Employer matching contributions will be:

e. [X] N/A. Same as above or no Employer matching contributions.
f. [ ] used to reduce the Employer matching contribution.
g. [ ] used to reduce any Employer contribution.
h. [ ] other: _____ (describe the treatment of Forfeitures in a manner that is definitely determinable and not subject to Employer discretion; e.g., Forfeitures attributable to transferred balances from Plan X are allocated as additional discretionary contributions only to former Plan X Participants)

30. ALLOCATION OF EARNINGS (Plan Section 4.3(c))

Allocation of earnings with respect to amounts which are not subject to Participant investment direction and which are contributed to the Plan after the previous Valuation Date will be determined:

a. [X] N/A. (all assets in the Plan are subject to Participant investment direction)
b. [ ] by using a weighted average based on the amount of time that has passed between the date a contribution or distribution is made and the prior Valuation Date
c. [ ] by treating one-half of all such contributions as being a part of the Participant's nonsegregated Account balance as of the previous Valuation Date
d. [ ] by using the method specified in Plan Section 4.3(c) (balance forward method)
e. [ ] other: _____ (must be a definite predetermined formula)

31. MANDATORY EMPLOYEE CONTRIBUTIONS (Plan Section 4.8) (skip if mandatory Employee contributions NOT selected at Question 11.d.)

a. [X] An Eligible Employee must contribute to the Plan _4_% (not to exceed 25%) of Compensation.
b. [ ] An Eligible Employee must, prior to his or her first Entry Date, make a one-time irrevocable election to contribute to the Plan from _____% (not less than 1%) to _____% (not to exceed 25%) of Compensation.
c. [ ] Other: _____ (must be definitely determinable)

Employer pick-up contribution. The mandatory Employee contribution is "picked up" by the Employer under Code §414(h)(2) unless elected below.

d. [ ] The mandatory Employee contribution is not "picked-up" by the Employer.

32. AFTER-TAX VOLUNTARY EMPLOYEE CONTRIBUTIONS (Plan Section 4.9) (skip if after-tax voluntary Employee contributions NOT selected at Question 11.e.)

Matching after-tax voluntary Employee contributions. There are no Employer matching contributions on after-tax voluntary Employee contributions unless elected below.

a. [ ] After-tax voluntary Employee contributions are considered elective deferrals for purposes of applying any matching contributions under the Plan.

DISTRIBUTIONS

33. FORM OF DISTRIBUTIONS (Plan Sections 6.5 and 6.6)

Distributions under the Plan may be made in (select all that apply; must select at least one):

a. [X] lump-sums
b. [X] substantially equal installments
c. [X] partial withdrawals, provided the minimum withdrawal is $_____ (leave blank if no minimum)

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d. [ ] partial withdrawals or installments are only permitted for Participants or Beneficiaries who must receive required minimum distributions under Code §401(a)(9) except for the following (e.g., partial is not permitted for death benefits; leave blank if no exceptions):
   1. [ ] _____
e. [ ] annuity: _____ (describe the form of annuity or annuities)
f. [ ] other: _____ (must be definitely determinable and not subject to Employer discretion)

NOTE: Regardless of the above, a Participant is not required to request a withdrawal of his or her total Account for an in-service distribution, a hardship distribution, or a distribution from the Participant's Rollover Account.

Cash or property. Distributions may be made in:
g. [X] cash only, except for (select all that apply; leave blank if none apply):
   1. [ ] insurance Contracts
   2. [ ] annuity Contracts
   3. [ ] Participant loans
h. [ ] cash or property, except that the following limitation(s) apply: (leave blank if there are no limitations on property distributions):
   1. [ ] _____ (must be definitely determinable and not subject to Employer discretion)

34. CONDITIONS FOR DISTRIBUTIONS UPON SEVERANCE OF EMPLOYMENT. Distributions upon severance of employment pursuant to Plan Section 6.4(a) will not be made unless the following conditions have been satisfied:

A. **Accounts in excess of $5,000**
a. [X] Distributions may be made as soon as administratively feasible following severance of employment.
b. [ ] Distributions may be made as soon as administratively feasible after the last day of the Plan Year coincident with or next following severance of employment.
c. [ ] Distributions may be made as soon as administratively feasible after the last day of the Plan Year quarter coincident with or next following severance of employment.
d. [ ] Distributions may be made as soon as administratively feasible after the Valuation Date coincident with or next following severance of employment.
e. [ ] Distributions may be made as soon as administratively feasible after _____ months have elapsed following severance of employment.
f. [ ] No distributions may be made until a Participant has reached Early or Normal Retirement Date.
g. [ ] Other: _____ (must be objective conditions which are ascertainable and may not exceed the limits of Code §401(a)(14) as set forth in Plan Section 6.7)

B. **Accounts of $5,000 or less**
h. [X] Same as above
i. [ ] Distributions may be made as soon as administratively feasible following severance of employment.
j. [ ] Distributions may be made as soon as administratively feasible after the last day of the Plan Year coincident with or next following severance of employment.
k. [ ] Other: _____ (must be objective conditions which are ascertainable and may not exceed the limits of Code §401(a)(14) as set forth in Plan Section 6.7)

C. **Timing after initial distributable event.** If a distribution is not made in accordance with the above provisions upon the occurrence of the distributable event, then a Participant may elect a subsequent distribution at any time after the time the amount was first distributable (assuming the amount is still distributable), unless otherwise selected below (may not be selected with 34.f. and 34.h.):
l. [ ] Other: _____ (e.g., a subsequent distribution request may only be made in accordance with l. above (i.e., the last day of another Plan Year); must be objective conditions which are ascertainable and may not exceed the limits of Code §401(a)(14) as set forth in Plan Section 6.7)

D. **Participant consent (i.e., involuntary cash-outs).** Should Vested Account balances less than a certain dollar threshold be automatically distributed without Participant consent (mandatory distributions)?

NOTE: The Plan provides that distributions of amounts of $5,000 or less are only paid as lump-sums.

m. [ ] No, Participant consent is required for all distributions.
n. [X] Yes, Participant consent is required only if the distribution is over:
   1. [X] $5,000
   2. [ ] $1,000
   3. [ ] $_____ (less than $1,000)

   NOTE: If 2. or 3. is selected, rollovers will be included in determining the threshold for Participant consent.

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Automatic IRA rollover. With respect to mandatory distributions of amounts that are $1,000 or less, if a Participant makes no election, the amount will be distributed as a lump-sum unless selected below.

4. [ ] If a Participant makes no election, then the amount will be automatically rolled over to an IRA provided the amount is at least $_____ (e.g., $200).

E. **Rollovers in determination of $5,000 threshold.** Unless otherwise elected below, amounts attributable to rollover contributions (if any) will be **included** in determining the $5,000 threshold for timing of distributions, form of distributions, or consent rules.

o. [ ] Exclude rollovers (rollover contributions will be **excluded** in determining the $5,000 threshold)

NOTE: Regardless of the above election, if the Participant consent threshold is $1,000 or less, then the Administrator must include amounts attributable to rollovers for such purpose. In such case, an election to exclude rollovers above will apply for purposes of the timing and form of distributions.

35. DISTRIBUTIONS UPON DEATH (Plan Section 6.8(b)(2))

Distributions upon the death of a Participant prior to the "required beginning date" will:

a. [X] be made pursuant to the election of the Participant or "designated Beneficiary"

b. [ ] begin within 1 year of death for a "designated Beneficiary" and be payable over the life (or over a period not exceeding the "life expectancy") of such Beneficiary, except that if the "designated Beneficiary" is the Participant's Spouse, begin prior to December 31st of the year in which the Participant would have attained age 70 1/2

c. [ ] be made within 5 (or if lesser _____) years of death for all Beneficiaries

d. [ ] be made within 5 (or if lesser _____) years of death for all Beneficiaries, except that if the "designated Beneficiary" is the Participant's Spouse, begin prior to December 31st of the year in which the Participant would have attained age 70 1/2 and be payable over the life (or over a period not exceeding the "life expectancy") of such "surviving Spouse"

NOTE: The elections above must be coordinated with the Form of distributions (e.g., if the Plan only permits lump-sum distributions, then options a., b. and d. would not be applicable).

36. OTHER PERMITTED DISTRIBUTIONS (select all that apply; leave blank if none apply)

A. IN-SERVICE DISTRIBUTIONS (Plan Section 6.11)

In-service distributions will NOT be allowed (except as otherwise permitted under the Plan without regard to this provision) unless selected below (if applicable, answer a. - e.; leave blank if not applicable):

a. [X] In-service distributions may be made to a Participant who has not separated from service provided the following has been satisfied:

1. [X] Age. The Participant has reached:

a. [X] Normal Retirement Age

b. [ ] age 62

c. [ ] age _____(may not be earlier than age 62)

Special effective date (may be left blank if same as Plan or Restatement Effective Date)

d. [ ] _____ (if this is a PPA restatement and the provisions were effective prior to the Restatement Effective Date, then enter the date such provisions were first effective; may not be earlier than the first day of the Plan Year beginning in 2007)

Account restrictions. In-service distributions are permitted from the following Participant Accounts:

b. [X] all Accounts

c. [ ] only from the following Accounts (select one or more):

1. [ ] Account attributable to Employer matching contributions

2. [ ] Account attributable to Employer contributions other than matching contributions

3. [ ] Rollover Account

4. [ ] Transfer Account

5. [ ] Other: _____ (specify Account(s) and conditions in a manner that satisfies the definitely determinable requirement under Regulations §1.401-1(b) and is not subject to Employer discretion)

Limitations. The following limitations apply to in-service distributions:

d. [ ] N/A (no additional limitations)

e. [X] Additional limitations (select one or more):

1. [ ] The minimum amount of a distribution is $_____.

2. [ ] No more than _____ distribution(s) may be made to a Participant during a Plan Year.

3. [X] Distributions may only be made from Accounts which are fully Vested.

4. [ ] In-service distributions may be made subject to the following provisions: _____ (must satisfy the definitely determinable requirement under Regulations §1.401-1(b) and not be subject to Employer discretion).

37. HEART ACT PROVISIONS (Plan Section 6.17)

Continued benefit accruals.

a. [ ] Continued benefit accruals will NOT apply

b. [X] Continued benefit accruals will apply

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Special effective date. If this is a PPA restatement and the provision applied other than as of the first day of the 2007 Plan Year, then enter the date such provision was first effective: (leave blank if not applicable)
c. [ ] _____ (may not be earlier than the first day of the 2007 Plan Year)

Distributions for deemed severance of employment
d. [X] The Plan does NOT permit distributions for deemed severance of employment
e. [ ] The Plan permits distributions for deemed severance of employment
Special effective date (may be left blank if same as Plan or Restatement Effective Date)
1. [ ] _____ (if this is a PPA restatement and the provisions were effective prior to the Restatement Effective Date, then enter the date such provisions were first effective; may not be earlier than January 1, 2007)

MISCELLANEOUS

38. LOANS TO PARTICIPANTS (Plan Section 7.6)
a. [X] New loans are NOT permitted.
b. [ ] New loans are permitted.

NOTE: Regardless of whether new loans are permitted, if the Plan permits rollovers, then the Administrator may, in a uniform manner, accept rollovers of loans into this Plan.

39. ROLLOVERS (Plan Section 4.6) (skip if rollover contributions are NOT selected at 11.f.)
Eligibility. Rollovers may be accepted from all Participants who are Employees as well as the following (select all that apply; leave blank if not applicable):
a. [X] Any Eligible Employee, even prior to meeting eligibility conditions to be a Participant
b. [ ] Participants who are Former Employees

Distributions. When may distributions be made from a Participant's Rollover Account?
c. [ ] At any time
d. [X] Only when the Participant is otherwise entitled to a distribution under the Plan

PPA TRANSITION RULES

The following questions only apply if this is a PPA restatement (i.e., Question 5.b.1. is selected). If this is not a PPA restatement, then this Plan will not be considered an individually designed plan merely because the following questions are deleted from the Adoption Agreement.

NOTE: The following provisions are designed to be left unanswered if the selections do not apply to the Plan.

40. WRERA - RMD WAIVERS FOR 2009 (Plan Section 6.8(f))
Suspension/continuation of RMDs. Unless otherwise elected below, required minimum distributions (RMDs) for 2009 were suspended unless a Participant or Beneficiary elected to receive such distributions:
a. [ ] RMDs for 2009 were suspended for any Participant or Beneficiary who was scheduled to receive his/her first RMD for 2009 or who did not make a continuing election prior to 2009 to receive his/her RMD (unless the Participant or Beneficiary made an election to receive such distribution). RMDs for 2009 were continued for any Participant or Beneficiary who had made a continuing election to receive an RMD prior to 2009 (unless the Participant or Beneficiary made an election to suspend such distribution).
b. [ ] RMDs continued unless otherwise elected by a Participant or Beneficiary.
c. [ ] RMDs continued in accordance with the terms of the Plan (i.e., no election available to Participants or Beneficiaries).
d. [ ] Other: _____

Direct rollovers. The Plan also treated the following as "eligible rollover distributions" in 2009 (If no election is made, then a "direct rollover" was only offered for "2009 RMDs"):
e. [ ] "2009 RMDs" and "Extended 2009 RMDs."
f. [ ] "2009 RMDs" but only if paid with an additional amount that is an "eligible rollover distribution" without regard to Code §401(a)(9)(H).

41. NON-SPOUSAL ROLLOVERS (Plan Section 6.14(d)). Non-spousal rollovers are permitted effective for distributions after December 31, 2006 unless an alternative effective date is selected at a. below:
a. [ ] Non-spousal rollovers are allowed effective _____ (may not be earlier than January 1, 2007 and not later than January 1, 2010; the Plan already provides for non-spousal rollovers effective as of January 1, 2010)

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The adopting Employer may rely on an advisory letter issued by the Internal Revenue Service as evidence that the Plan is qualified under Code §401 only to the extent provided in Rev. Proc. 2011-49 or subsequent guidance.

The Employer may not rely on the advisory letter in certain other circumstances or with respect to certain qualification requirements, which are specified in the advisory letter issued with respect to the Plan and in Rev. Proc. 2011-49 or subsequent guidance. In order to have reliance in such circumstances or with respect to such qualification requirements, application for a determination letter must be made to Employee Plans Determinations of the Internal Revenue Service.

This Adoption Agreement may be used only in conjunction with the Volume Submitter basic Plan document #09. This Adoption Agreement and the basic Plan document will together be known as FIS Business Systems LLC Governmental Volume Submitter Money Purchase Plan #09-002.

The adoption of this Plan, its qualification by the IRS, and the related tax consequences are the responsibility of the Employer and its independent tax and legal advisors.

FIS Business Systems LLC will notify the Employer of any amendments made to the Plan or of the discontinuance or abandonment of the Plan. Furthermore, in order to be eligible to receive such notification, the Employer agrees to notify FIS Business Systems LLC of any change in address. In addition, this Plan is provided to the Employer either in connection with investment in a product or pursuant to a contract or other arrangement for products and/or services. Upon cessation of such investment in a product or cessation of such contract or arrangement, as applicable, the Employer is no longer considered to be an adopter of this Plan and FIS Business Systems LLC no longer has any obligations to the Employer that relate to the adoption of this Plan.

With regard to any questions regarding the provisions of the Plan, adoption of the Plan, or the effect of an advisory letter from the IRS, call or write (this information must be completed by the sponsor of this Plan or its designated representative):

Name: Loxahatchee River Environmental Control District

Address: 2500 Jupiter Park Drive

Jupiter Florida 33458

Telephone: (561) 401-4095

The Employer and Trustee (or Insurer) hereby cause this Plan to be executed on the date(s) specified below:

EMPLOYER: Loxahatchee River Environmental Control District

By: _____ _____

DATE SIGNED

TRUSTEE (OR INSURER):

[X] The signature of the Trustee or Insurer appears on a separate agreement or Contract,

OR (add additional Trustee signature lines as necessary)

Great-West Trust Company, LLC

_____ _____

TRUSTEE OR INSURER DATE SIGNED

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APPENDIX A
SPECIAL EFFECTIVE DATES AND OTHER PERMITTED ELECTIONS

A. **Special effective dates** (leave blank if not applicable):

a. [ ] **Special effective date(s):** _____. For periods prior to the specified special effective date(s), the Plan terms in effect prior to its restatement under this Adoption Agreement will control for purposes of the designated provisions. A special effective date may not result in the delay of a Plan provision beyond the permissible effective date under any applicable law.

B. **Other permitted elections** (the following elections are optional):

a. [ ] **No other permitted elections**

The following elections apply (select one or more):

b. [ ] **Deemed 125 compensation** (Plan Section 1.23). Deemed 125 compensation will be included in Compensation and 415 Compensation.

c. [ ] **Reemployed after five (5) 1-Year Breaks in Service ("rule of parity" provisions)** (Plan Section 3.5(d)). The "rule of parity" provisions in Plan Section 3.5(d) will apply for (select one or both):
1. [ ] eligibility purposes
2. [ ] vesting purposes

d. [X] **Beneficiary if no beneficiary elected by Participant** (Plan Section 6.2(e)). In the event no valid designation of Beneficiary exists, then in lieu of the order set forth in Plan Section 6.2(e), the following order of priority will be used: First to the Participant's spouse, then to the Participant's estate (specify an order of beneficiaries; e.g., children per stirpes, parents, and then step-children).

e. [ ] **Common, collective or pooled trust funds** (Plan Sections 7.2(c)(5) and/or 7.3(b)(6)). The name(s) of the common, collective or pooled trust funds available under the Plan is (are): _____.

f. [ ] **Limitation Year** (Plan Section 1.29). The Limitation Year for Code §415 purposes will be _____ (must be a consecutive twelve month period) instead of the "determination period" for Compensation.

g. [ ] **415 Limits when 2 defined contribution plans are maintained** (Plan Section 4.4). If any Participant is covered under another qualified defined contribution plan maintained by the Employer or an Affiliated Employer, or if the Employer or an Affiliated Employer maintains a welfare benefit fund, as defined in Code §419(e), or an individual medical account, as defined in Code §415(l)(2), under which amounts are treated as "annual additions" with respect to any Participant in this Plan, then the provisions of Plan Section 4.4(b) will apply unless otherwise specified below:
1. [ ] Specify, in a manner that precludes Employer discretion, the method under which the plans will limit total "annual additions" to the "maximum permissible amount" and will properly reduce any "excess amounts": _____.

h. [ ] **Recognition of Service with other employers** (Plan Sections 1.39 and 1.54). Service with the following employers (in addition to those specified at Question 15) will be recognized as follows (select one or more):

		Eligibility	Vesting	Contribution Allocation
1.	[ ] Employer name: _____	a. [ ]	b. [ ]	c. [ ]
2.	[ ] Employer name: _____	a. [ ]	b. [ ]	c. [ ]
3.	[ ] Employer name: _____	a. [ ]	b. [ ]	c. [ ]
4.	[ ] Employer name: _____	a. [ ]	b. [ ]	c. [ ]
5.	[ ] Employer name: _____	a. [ ]	b. [ ]	c. [ ]
6.	[ ] Employer name: _____	a. [ ]	b. [ ]	c. [ ]
Limitations				
7.	[ ] The following provisions or limitations apply with respect to the recognition of prior service: _____ (e.g., credit service with X only on/following 1/1/13)	a. [ ]	b. [ ]	c. [ ]

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i. [ ] **Other vesting provisions.** The following vesting provisions apply to the Plan (select one or more):

1. [ ] **Special vesting provisions.** The following special provisions apply to the vesting provisions of the Plan: _____ (must be definitely determinable and satisfy the parameters set forth at Question 17)
2. [ ] **Pre-amendment vesting schedule.** (Plan Section 6.4(b)). If the vesting schedule has been amended and a different vesting schedule other than the schedule at Question 17 applies to any Participants, then the following provisions apply (must select one of a. – d. AND complete e.):

Applicable Participants. The vesting schedules in Question 17 only apply to:

a. [ ] Participants who are Employees as of _____ (enter date).
b. [ ] Participants in the Plan who have an Hour of Service on or after _____ (enter date).
c. [ ] Participants (even if not an Employee) in the Plan on or after _____ (enter date).
d. [ ] Other: _____ (e.g., Participants in division A)

Vesting schedule

e. The schedule that applies to Participants not subject to the vesting schedule in Question 17 is:

Years (or Periods) of Service	Percentage
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%

j. [ ] **Minimum distribution transitional rules** (Plan Section 6.8(e)(5))

NOTE: This Section does not apply to (1) a new Plan, (2) an amendment or restatement of an existing Plan that never contained the provisions of Code §401(a)(9) as in effect prior to the amendments made by the Small Business Job Protection Act of 1996 (SBJPA), or (3) a Plan where the transition rules below do not affect any current Participants.

The "required beginning date" for a Participant is:

1. [ ] April 1st of the calendar year following the year in which the Participant attains age 70 1/2. (pre-SBJPA rules continue to apply)
2. [ ] April 1st of the calendar year following the later of the year in which the Participant attains age 70 1/2 or retires (the post-SBJPA rules), with the following exceptions (select one or both; leave blank if both applied effective as of January 1, 1996):
   a. [ ] A Participant who was already receiving required minimum distributions under the pre-SBJPA rules as of _____ (may not be earlier than January 1, 1996) was allowed to stop receiving distributions and have them recommence in accordance with the post-SBJPA rules. Upon the recommencement of distributions, if the Plan permits annuities as a form of distribution then the following apply:
      1. [ ] N/A (annuity distributions are not permitted)
      2. [ ] Upon the recommencement of distributions, the original Annuity Starting Date will be retained.
      3. [ ] Upon the recommencement of distributions, a new Annuity Starting Date is created.
   b. [ ] A Participant who had not begun receiving required minimum distributions as of _____ (may not be earlier than January 1, 1996) may elect to defer commencement of distributions until retirement. The option to defer the commencement of distributions (i.e., to elect to receive in-service distributions upon attainment of age 70 1/2) applies to all such Participants unless selected below:
      1. [ ] The in-service distribution option was eliminated with respect to Participants who attained age 70 1/2 in or after the calendar year that began after the later of (1) December 31, 1998, or (2) the adoption date of the restatement to bring the Plan into compliance with the SBJPA.

k. [ ] **Other spousal provisions** (select one or more)

1. [ ] **Definition of Spouse.** The term Spouse includes a spouse under federal law as well as the following: _____.
2. [ ] **Automatic revocation of spousal designation** (Plan Section 6.2(f)). The automatic revocation of a spousal Beneficiary designation in the case of divorce does not apply.
3. [ ] **Timing of QDRO payment.** A distribution to an Alternate Payee shall not be permitted prior to the time a Participant would be entitled to a distribution.

l. [ ] **Applicable law.** Instead of using the applicable laws set forth in Plan Section 9.4(a), the Plan will be governed by the laws of: _____

m. [X] **Total and Permanent Disability.** Instead of the definition at Plan Section 1.49, Total and Permanent Disability means: a physical or mental condition of a Participant resulting from bodily injury, disease, or mental disorder which renders him incapable of continuing his usual and customary employment with the Employer. The Disability of a Participant

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shall be determined by a licensed physician. The determination shall be applied uniformly to all Participants (must be definitely determinable).

n. [ ] **Permissible Trust (or Custodian) modifications.** The Employer makes the following modifications to the Trust (or Custodial) provisions as permitted under Rev. Proc. 2011-49 (or subsequent IRS guidance) (select one or more of 1. - 3. below):

NOTE: Any elections below must not: (i) conflict with any Plan provision unrelated to the Trust or Trustee; or (ii) cause the Plan to violate Code §401(a). In addition, this may not be used to substitute all of the Trust provisions in the Plan.

1. [ ] **Investments.** The Employer amends the Trust provisions relating to Trust investments as follows:

_____

2. [ ] **Duties.** The Employer amends the Trust provisions relating to Trustee (or Custodian) duties as follows:

_____

3. [ ] **Other administrative provisions.** The Employer amends the other administrative provisions of the Trust as follows:

_____

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ADMINISTRATIVE PROCEDURES

The following are optional administrative provisions. The Administrator may implement procedures that override any elections in this Section without a formal Plan amendment. In addition, modifications to these procedures will not affect an Employer's reliance on the Plan.

A. **Loan Limitations.** (complete only if loans to Participants are permitted; leave blank if none apply)
   a. [ ] Limitations (select one or more):
      1. [ ] Loans will be treated as Participant directed investments.
      2. [ ] Loans will only be made for hardship or financial necessity as specified below (select i. or ii.)
         a. [ ] hardship reasons specified in Plan Section 6.12
         b. [ ] financial necessity (as defined in the loan program).
      3. [ ] The minimum loan will be $_____.
      4. [ ] A Participant may only have _____ (e.g., one (1)) loan(s) outstanding at any time.
      5. [ ] All outstanding loan balances will become due and payable in their entirety upon the occurrence of a distributable event (other than satisfaction of the conditions for an in-service distribution (including a hardship distribution), if applicable).
      6. [ ] **Account restrictions.** Loans will only be permitted from the following Participant Accounts (select all that apply or leave blank if no limitations apply):
         a. [ ] Account(s) attributable to Employer matching contributions
         b. [ ] Account attributable to Employer contributions other than matching contributions
         c. [ ] Rollover Account
         d. [ ] Transfer Account
         e. [ ] Other: _____

         AND, if loans are restricted to certain accounts, the limitations of Code §72(p) will be applied:
         f. [ ] by determining the limits by only considering the restricted accounts.
         g. [ ] by determining the limits taking into account a Participant's entire interest in the Plan.

   Additional Loan Provisions (select all that apply; leave blank if none apply)
   b. [ ] **Loan payments.** Loans are repaid by (if left blank, then payroll deduction applies unless Participant is not subject to payroll (e.g., partner who only has a draw)):
      1. [ ] payroll deduction
      2. [ ] ACH (Automated Clearing House)
      3. [ ] check
         a. [ ] Only for prepayment
   c. [ ] **Interest rate.** Loans will be granted at the following interest rate (if left blank, then 3. below applies):
      1. [ ] _____ percentage points over the prime interest rate
      2. [ ] _____%
      3. [ ] the Administrator establishes the rate at the time the loan is made
   d. [ ] **Refinancing.** Loan refinancing is allowed.

B. **Life Insurance.** (Plan Section 7.5)
   a. [X] Life insurance may not be purchased.
   b. [ ] Life insurance may be purchased...
      1. [ ] at the option of the Administrator
      2. [ ] at the option of the Participant

      Limitations
      3. [ ] N/A (no limitations)
      4. [ ] The purchase of initial or additional life insurance will be subject to the following limitations (select one or more):
         a. [ ] Each initial Contract will have a minimum face amount of $_____.
         b. [ ] Each additional Contract will have a minimum face amount of $_____.
         c. [ ] The Participant has completed _____ Years (or Periods) of Service.
         d. [ ] The Participant has completed _____ Years (or Periods) of Service while a Participant in the Plan.
         e. [ ] The Participant is under age _____ on the Contract issue date.
         f. [ ] The maximum amount of all Contracts on behalf of a Participant may not exceed $_____.
         g. [ ] The maximum face amount of any life insurance Contract will be $_____.

C. **Plan Expenses.** Will the Plan assess against an individual Participant's Account certain Plan expenses that are incurred by, or are attributable to, a particular Participant based on use of a particular Plan service?
   a. [ ] No
   b. [X] Yes

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D. **Directed investments**
   a. [ ] Participant directed investments are NOT permitted.
   b. [X] Participant directed investments are permitted from the following Participant Accounts:
      1. [X] all Accounts
      2. [ ] only from the following Accounts (select one or more):
         a. [ ] Account attributable to Employer contributions
         b. [ ] Rollover Account
         c. [ ] Transfer Account
         d. [ ] Other: _____ (specify Account(s) and conditions in a manner that is definitely determinable and not subject to Employer discretion)

E. **Rollover Limitations.** Will the Plan accept rollover contributions and/or direct rollovers from the sources specified below?
   a. [ ] No, Administrator determines in operation which sources will be accepted.
   b. [X] Yes

   Rollover sources. Indicate the sources of rollovers that will be accepted (select one or more)

   1. [X] **Direct Rollovers.** The Plan will accept a direct rollover of an eligible rollover distribution from (select one or more):
      a. [X] a qualified plan described in Code §401(a) (including a 401(k) plan, profit sharing plan, defined benefit plan, stock bonus plan and money purchase plan), excluding after-tax employee contributions
      b. [ ] a qualified plan described in Code §401(a) (including a 401(k) plan, profit sharing plan, defined benefit plan, stock bonus plan and money purchase plan), including after-tax employee contributions
      c. [X] a plan described in Code §403(a) (an annuity plan), excluding after-tax employee contributions
      d. [ ] a plan described in Code §403(a) (an annuity plan), including after-tax employee contributions
      e. [X] a plan described in Code §403(b) (a tax-sheltered annuity), excluding after-tax employee contributions
      f. [ ] a plan described in Code §403(b) (a tax-sheltered annuity), including after-tax employee contributions
      g. [X] a plan described in Code §457(b) (eligible deferred compensation plan)

      Direct Rollovers of Participant Loan. The Plan will NOT accept a direct rollover of a Participant loan from another plan unless selected below (leave blank if default applies)
      h. [ ] The Plan will accept a direct rollover of a Participant loan
      i. [ ] The Plan will only accept a direct rollover of a Participant loan only in the following situation(s): _____ (e.g., only from Participants who were employees of an acquired organization).
   2. [X] **Participant Rollover Contributions from Other Plans (i.e., not via a direct plan-to-plan transfer).** The Plan will accept a contribution of an eligible rollover distribution (select one or more):
      a. [X] a qualified plan described in Code §401(a) (including a 401(k) plan, profit sharing plan, defined benefit plan, stock bonus plan and money purchase plan)
      b. [X] a plan described in Code §403(a) (an annuity plan)
      c. [X] a plan described in Code §403(b) (a tax-sheltered annuity)
      d. [X] a governmental plan described in Code §457(b) (eligible deferred compensation plan)
   3. [X] **Participant Rollover Contributions from IRAs:** The Plan will accept a rollover contribution of the portion of a distribution from a traditional IRA that is eligible to be rolled over and would otherwise be includible in gross income. Rollovers from Roth IRAs or a Coverdell Education Savings Account (formerly known as an Education IRA) are not permitted because they are not traditional IRAs. A rollover from a SIMPLE IRA is allowed if the amounts are rolled over after the individual has been in the SIMPLE IRA for at least two years.

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FIS BUSINESS SYSTEMS LLC VOLUME SUBMITTER MODIFICATIONS

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT MONEY PURCHASE PLAN AND TRUST

The enclosed Plan is being submitted for expedited review as a Volume Submitter Plan.

No modifications from the approved specimen plan have been made to this Plan.

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FIS Business Systems LLC
Governmental Defined Contribution Volume Submitter Plan

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ARTICLE I
DEFINITIONS

As used in this Plan, the following words and phrases shall have the meanings set forth herein unless a different meaning is clearly required by the context:

1.1 "Account" means any separate notational account established and maintained by the Administrator for each Participant under the Plan. To the extent applicable, a Participant may have any (or all) of the following notational Accounts:

(a) "Combined Account" means the account representing the Participant's total interest under the Plan resulting from Employer contributions. In addition, Forfeitures are part of the Combined Account to the extent they are reallocated.

(b) "Mandatory Contribution Account" means the account established hereunder to which mandatory Employee contributions made pursuant to Section 4.8 are allocated, to the extent such contributions are not picked-up by the Employer pursuant to Code §414(h). A Participant's Mandatory Contribution Account shall be fully Vested at all times.

(c) "Rollover Account" means the account established hereunder to which amounts transferred from a qualified plan or individual retirement account in accordance with Section 4.6 are allocated.

(d) "Transfer Account" means the account established hereunder to which amounts transferred to this Plan from a direct plan-to-plan transfer in accordance with Section 4.7 are allocated.

(e) "Voluntary Contribution Account" means the account established hereunder to which after-tax voluntary Employee contributions made pursuant to Section 4.9 are allocated.

1.2 "Administrator" means the Employer unless another person or entity has been designated by the Employer pursuant to Section 2.2 to administer the Plan on behalf of the Employer.

1.3 "Adoption Agreement" means the separate agreement which is executed by the Employer and sets forth the elective provisions of this Plan and Trust as specified by the Employer.

1.4 "Affiliated Employer" means any entity required to be aggregated with the Employer pursuant to Code §414.

1.5 "**Alternate Payee**" means an alternate payee pursuant to a qualified domestic relations order that meets the requirements of Code §414(p).

1.6 "Anniversary Date" means the last day of the Plan Year.

1.7 "Annuity Starting Date" means, with respect to any Participant, the first day of the first period for which an amount is paid as an annuity, or, in the case of a benefit not payable in the form of an annuity, the first day on which all events have occurred which entitles the Participant to such benefit.

1.8 "Beneficiary" means the person (or entity) to whom all or a portion of a deceased Participant's interest in the Plan is payable, subject to the restrictions of Sections 6.2 and 6.6.

1.9 "Code" means the Internal Revenue Code of 1986, as it may be amended from time to time.

1.10 "Compensation" means, with respect to any Participant, the amount determined in accordance with the following provisions, except as otherwise provided in the Adoption Agreement.

(a) **Base definition.** One of the following, as elected in the Adoption Agreement:

(1) Information required to be reported under Code §§6041, 6051 and 6052 (Wages, tips and other compensation as reported on Form W-2). Compensation means wages, within the meaning of Code §3401(a), and all other payments of compensation to an Employee by the Employer (in the course of the Employer's trade or business) for which the Employer is required to furnish the Employee a written statement under Code §§6041(d), 6051(a)(3) and 6052. Compensation must be determined without regard to any rules under Code §3401(a) that limit the remuneration included in wages based on the nature or location of the employment or the services performed (such as the exception for agricultural labor in Code §3401(a)(2)).

(2) Code §3401(a) Wages. Compensation means an Employee's wages within the meaning of Code §3401(a) for the purposes of income tax withholding at the source but determined without regard to any rules that limit the remuneration included in wages based on the nature or location of the employment or the services performed (such as the exception for agricultural labor in Code §3401(a)(2)).

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(3) 415 safe harbor compensation. Compensation means wages, salaries, for Plan Years beginning after December 31, 2008, Military Differential Pay, and fees for professional services and other amounts received (without regard to whether or not an amount is paid in cash) for personal services actually rendered in the course of employment with the Employer maintaining the Plan to the extent that the amounts are includible in gross income (including, but not limited to, commissions paid salespersons, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, bonuses, fringe benefits, and reimbursements, or other expense allowances under a nonaccountable plan (as described in Regulation §1.62-2(c))), and excluding the following:

(i) Employer contributions to a plan of deferred compensation which are not includible in the Employee's gross income for the taxable year in which contributed, or Employer contributions under a simplified employee pension plan to the extent such contributions are excludable from the Employee's gross income, or any distributions from a plan of deferred compensation;

(ii) Amounts realized from the exercise of a nonqualified stock option, or when restricted stock (or property) held by the Employee either becomes freely transferable or is no longer subject to a substantial risk of forfeiture;

(iii) Amounts realized from the sale, exchange or other disposition of stock acquired under a qualified stock option; and

(iv) Other amounts which receive special tax benefits, or contributions made by the Employer (whether or not under a salary deferral agreement) towards the purchase of an annuity contract described in Code §403(b) (whether or not the contributions are actually excludable from the gross income of the Employee).

(b) **Paid during "determination period."** Compensation shall include only that Compensation which is actually paid to the Participant during the "determination period". Except as otherwise provided in this Plan, the "determination period" is the period elected by the Employer in the Adoption Agreement. If the Employer makes no election, the "determination period" shall be the Plan Year.

(c) **Inclusion of deferrals.** Notwithstanding the above, unless otherwise elected in the Adoption Agreement, Compensation shall include all of the following types of elective contributions and all of the following types of deferred compensation:

(1) Elective contributions that are made by the Employer on behalf of a Participant that are not includible in gross income under Code §§125, 132(f)(4), 402(e)(3), 402(h)(1)(B), 402(k) and 403(b). If specified in Appendix A to the Adoption Agreement (Special Effective Dates and Other Permitted Elections), amounts under Code §125 shall be deemed to include any amounts not available to a Participant in cash in lieu of group health coverage because the Participant is unable to certify that he or she has other health coverage. An amount will be treated as an amount under Code §125 pursuant to the preceding sentence only if the Employer does not request or collect information regarding the Participant's other health coverage as part of the enrollment process for the health plan.

(2) Compensation deferred under an eligible deferred compensation plan within the meaning of Code §457(b).

(3) Employee contributions described in Code §414(h)(2) that are picked-up by the employing unit and thus are treated as Employer contributions.

(d) **Post-severance compensation – Code §415 Regulations.** The Administrator shall adjust Compensation, for Plan Years beginning on or after July 1, 2007 (or such other date as the Employer specifies in the Compensation Section of the Adoption Agreement), for amounts that would otherwise be included in the definition of Compensation but are paid by the later of 2 1/2 months after a Participant's severance from employment with the Employer or the end of the Plan Year that includes the date of the Participant's severance from employment with the Employer , in accordance with the following, as elected in the Compensation Section of the Adoption Agreement. The preceding time period, however, does not apply with respect to payments described in Subsections (4) and (5) below. Any other payment of compensation paid after severance of employment that is not described in the following types of compensation is not considered Compensation, even if payment is made within the time period specified above.

(1) **Regular pay.** Compensation shall include regular pay after severance of employment (to the extent otherwise included in the definition of Compensation) if:

(i) The payment is regular compensation for services during the Participant's regular working hours, or compensation for services outside the Participant's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments; and

(ii) The payment would have been paid to the Participant prior to a severance from employment if the Participant had continued in employment with the Employer.

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(2) **Leave cash-outs.** Compensation shall include leave cash-outs if those amounts would have been included in the definition of Compensation if they were paid prior to the Participant's severance from employment with the Employer, and the amounts are for unused accrued bona fide sick, vacation, or other leave, but only if the Participant would have been able to use the leave if employment had continued.

(3) **Deferred compensation.** Compensation shall include deferred compensation if those amounts would have been included in the definition of Compensation if they were paid prior to the Participant's severance from employment with the Employer, and the amounts are received pursuant to a nonqualified unfunded deferred compensation plan, but only if the payment would have been paid if the Participant had continued in employment with the Employer and only to the extent the payment is includible in the Participant's gross income.

(4) **Military Differential Pay.** Compensation shall include payments to an individual who does not currently perform services for the Employer by reason of qualified military service (as that term is used in Code §414(u)(1)) to the extent those payments do not exceed the amounts the individual would have received if the individual had continued to perform services for the Employer rather than entering qualified military service.

(5) **Disability pay.** Compensation shall include compensation paid to a Participant who is permanently and totally disabled, as defined in Code §22(e)(3), provided, as elected by the Employer in the Compensation Section of the Adoption Agreement, salary continuation applies to all Participants who are permanently and totally disabled.

(e) **Dollar limitation.** Compensation in excess of $200,000 shall be disregarded for all. Such amount shall be adjusted by the Commissioner for increases in the cost-of-living in accordance with Code §401(a)(17)(B). The cost-of-living adjustment in effect for a calendar year applies to any "determination period" beginning with or within such calendar year. If a "determination period" consists of fewer than twelve (12) months, the $200,000 annual Compensation limit will be multiplied by a fraction, the numerator of which is the number of months in the "determination period," and the denominator of which is twelve (12). In applying any Plan limitation on the amount of matching contributions, where such limits are expressed as a percentage of Compensation, the Administrator may apply the Compensation limit under this Section annually, even if the matching contribution formula is applied on any time interval which is less than the full Plan Year or the Administrator may pro rate the Compensation limit.

In the case of an "eligible Participant," the dollar limitation under Code §401(a)(17) shall not apply to the extent the amount under the Plan would be reduced below the amount which was allowed to be taken into account under the Plan as in effect on July 1, 1993. For purposes of this provision, an "eligible Participant" is an individual who first became a Participant before the first Plan Year beginning after the earlier of (i) the Plan Year in which the Plan was amended to reflect Code §401(a)(17), or (ii) December 31, 1995.

(f) **Non-eligible Employee.** If, in the Adoption Agreement, the Employer elects to exclude a class of Employees from the Plan, then Compensation for any Employee who becomes eligible or ceases to be eligible to participate during a "determination period" shall only include Compensation while the Employee is an Eligible Employee.

(g) **Amendment.** If, in connection with the adoption of any amendment, the definition of Compensation has been modified, then, except as otherwise provided herein, for Plan Years prior to the Plan Year which includes the adoption date of such amendment, Compensation means compensation determined pursuant to the terms of the Plan then in effect.

1.11 "Contract" or "Policy" means any life insurance policy, retirement income policy, or annuity contract (group or individual) issued by the Insurer. In the event of any conflict between the terms of this Plan and the terms of any contract purchased hereunder, the Plan provisions shall control.

1.12 "Custodian" means a person or entity that has custody of all or any portion of the Plan assets.

1.13 "Directed Trustee" means a Trustee who, with respect to the investment of Plan assets, is subject to the direction of the Administrator, the Employer, a properly appointed Investment Manager, or Plan Participant. To the extent the Trustee is a Directed Trustee, the Trustee does not have any discretionary authority with respect to the investment of Plan assets. In addition, the Trustee is not responsible for the propriety of any directed investment made pursuant to this Section and shall not be required to consult or advise the Employer regarding the investment quality of any directed investment held under the Plan.

1.14 "Discretionary Trustee" means a Trustee who has the authority and discretion to invest, manage or control any portion of the Plan assets.

1.15 "Early Retirement Date" means the date specified in the Adoption Agreement on which a Participant has satisfied the requirements specified in the Adoption Agreement (Early Retirement Age). If elected in the Adoption Agreement, a Participant shall become fully Vested upon satisfying such requirements if the Participant is still employed at the Early Retirement Age.

A Participant who severs from employment after satisfying any service requirement but before satisfying the age requirement for Early Retirement Age and who thereafter reaches the age requirement contained herein shall be entitled to receive benefits under this Plan

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(other than any accelerated vesting and allocations of Employer contributions) as though the requirements for Early Retirement Age had been satisfied.

1.16 "Effective Date" means the date this Plan, including any restatement or amendment of this Plan, is effective. Where the Plan is restated or amended, a reference to Effective Date is the effective date of the restatement or amendment, except where the context indicates a reference to an earlier Effective Date. If any provision of this Plan is retroactively effective, the provisions of this Plan generally control. However, if the provision of this Plan is different from the provision of the Employer's prior plan document and, after the retroactive Effective Date of this Plan, the Employer operated in compliance with the provisions of the prior plan, then the provision of such prior plan is incorporated into this Plan for purposes of determining whether the Employer operated the Plan in compliance with its terms, provided operation in compliance with the terms of the prior plan do not violate any qualification requirements under the Code, Regulations, or other IRS guidance.

The Employer may designate special effective dates for individual provisions under the Plan where provided in the Adoption Agreement or under Appendix A to the Adoption Agreement (Special Effective Dates and Other Permitted Elections). If one or more qualified retirement plans have been merged into this Plan, the provisions of the merging plan(s) will remain in full force and effect until the effective date of the plan merger(s).

1.17 "Eligible Employee" means any Eligible Employee as elected in the Adoption Agreement and as provided herein. An individual shall not be an Eligible Employee if such individual is not reported on the payroll records of the Employer as a common law employee. In particular, it is expressly intended that individuals not treated as common law employees by the Employer on its payroll records and out-sourced workers, are not Eligible Employees and are excluded from Plan participation even if a court or administrative agency determines that such individuals are common law employees and not independent contractors. Furthermore, Employees of an Affiliated Employer will not be treated as Eligible Employees prior to the date the Affiliated Employer adopts the Plan as a Participating Employer.

If, in the Adoption Agreement, the Employer elects to exclude union employees, then Employees whose employment is governed by a collective bargaining agreement between the Employer and "employee representatives" under which retirement benefits were the subject of good faith bargaining, shall not be eligible to participate in this Plan to the extent of employment covered by such agreement, unless the agreement provides for coverage in the Plan (see Section 4.1(d)). For this purpose, the term "employee representatives" does not include any organization more than half of whose members are employees who are owners, officers, or executives of the Employer. If a Participant performs services both as a collectively bargained Employee and as a non-collectively bargained Employee, then the Participant's Hours of Service in each respective category are treated separately.

If, in the Adoption Agreement, the Employer elects to exclude nonresident aliens, then Employees who are nonresident aliens (within the meaning of Code §7701(b)(1)(B)) who received no earned income (within the meaning of Code §911(d)(2)) from the Employer which constitutes income from sources within the United States (within the meaning of Code §861(a)(3)) shall not be eligible to participate in this Plan. In addition, this paragraph shall also apply to exclude from participation in the Plan an Employee who is a nonresident alien (within the meaning of Code §7701(b)(1)(B)) but who receives earned income (within the meaning of Code §911(d)(2)) from the Employer that constitutes income from sources within the United States (within the meaning of Code §861(a)(3)), if all of the Employee's earned income from the Employer from sources within the United States is exempt from United States income tax under an applicable income tax convention. The preceding sentence will apply only if all Employees described in the preceding sentence are excluded from the Plan.

If, in the Adoption Agreement, the Employer elects to exclude Part-Time/Temporary/Seasonal Employees, then notwithstanding any such exclusion, if any such excluded Employee actually completes or completed a Year of Service, then such Employee will cease to be within this particular excluded class.

1.18 "Employee" means any person who is employed by the Employer. The term "Employee" shall also include any person who is an employee of an Affiliated Employer and any Leased Employee deemed to be an Employee as provided in Code §414(n) or (o).

1.19 "Employer" means the governmental entity specified in the Adoption Agreement, any successor which shall maintain this Plan and any predecessor which has maintained this Plan. In addition, unless the context means otherwise, the term "Employer" shall include any Participating Employer which shall adopt this Plan. This plan may only be adopted a state or local governmental entity, or agency thereof, including an Indian tribal government, and may not be adopted by any other entity, including a federal government and any agency or instrumentality thereof.

1.20 "Fiscal Year" means the Employer's accounting year.

1.21 "Forfeiture" means that portion of a Participant's Account that is not Vested and is disposed of in accordance with the provisions of the Plan.

A Forfeiture will occur on the earlier of:

(a) The last day of the Plan Year in which a Participant incurs five (5) consecutive 1-Year Breaks in Service, or

(b) The distribution of the entire Vested portion of the Participant's Account of a Participant who has severed employment with the Employer. For purposes of this provision, if the Participant has a Vested benefit of zero, then such Participant shall be deemed to

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have received a distribution of such Vested benefit as of the year in which the severance of employment occurs. For this purpose, a Participant's Vested benefit shall not include: (i) qualified voluntary employee contributions within the meaning of Code §72(o)(5)(B), and (ii) the Participant's Rollover Account.

Regardless of the preceding, if a Participant is eligible to share in the allocation of Forfeitures in the year in which the Forfeiture would otherwise occur, then the Forfeiture will not occur until the end of the first Plan Year for which the Participant is not eligible to share in the allocation of Forfeitures. Furthermore, the term "Forfeiture" shall also include amounts deemed to be Forfeitures pursuant to any other provision of this Plan.

1.22 "Former Employee" means an individual who has severed employment with the Employer or an Affiliated Employer.

1.23 "415 Compensation" means, with respect to any Participant, such Participant's (a) Wages, tips and other compensation on Form W-2, (b) Code §3401(a) wages or (c) 415 safe harbor compensation as elected in the Adoption Agreement for purposes of Compensation (and as defined in Subsections 1.18(a)(1)-3 respectively). 415 Compensation shall be based on the full Limitation Year regardless of when participation in the Plan commences. Furthermore, regardless of any election made in the Adoption Agreement, 415 Compensation shall include any elective deferral (as defined in Code §§402(e)(3), 402(k) and 402(h)(1)(B)) and any amount which is contributed or deferred by the Employer at the election of the Participant and which is not includible in the gross income of the Participant by reason of Code §§125, 457, and 132(f)(4). In addition, for years beginning after December 31, 2008 Military Differential Pay is treated as 415 Compensation.

(a) **Deemed 125 compensation.** If elected in Appendix A to the Adoption Agreement (Special Effective Dates and Other Permitted Elections), amounts under Code §125 shall be deemed to include any amounts not available to a Participant in cash in lieu of group health coverage because the Participant is unable to certify that he or she has other health coverage. An amount will be treated as an amount under Code §125 pursuant to the preceding sentence only if the Employer does not request or collect information regarding the Participant's other health coverage as part of the enrollment process for the health plan.

(b) **Post-severance compensation.** The Administrator shall adjust 415 Compensation, for Limitation Years beginning on or after July 1, 2007, or such earlier date as the Employer specifies in the Compensation Section of the Adoption Agreement, for amounts that would otherwise be included in the definition of 415 Compensation but are paid by the later of 2 1/2 months after a Participant's severance from employment with the Employer or the end of the Limitation Year that includes the date of the Participant's severance from employment with the Employer, in accordance with the following, as elected in the Compensation Section of the Adoption Agreement. The preceding time period, however, does not apply with respect to payments described in Subsections (4) and (5) below. Any other payment of compensation paid after severance of employment that is not described in the following types of compensation is not considered 415 Compensation, even if payment is made within the time period specified above.

(1) **Regular pay.** 415 Compensation shall include regular pay after severance of employment (to the extent otherwise included in the definition of 415 Compensation) if:

(i) The payment is regular compensation for services during the Participant's regular working hours, or compensation for services outside the Participant's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments; and

(ii) The payment would have been paid to the Participant prior to a severance from employment if the Participant had continued in employment with the Employer.

(2) **Leave cash-outs.** 415 Compensation shall include leave cash-outs if those amounts would have been included in the definition of 415 Compensation if they were paid prior to the Participant's severance from employment with the Employer, and the amounts are for unused accrued bona fide sick, vacation, or other leave, but only if the Participant would have been able to use the leave if employment had continued.

(3) **Deferred compensation.** 415 Compensation shall include deferred compensation if those amounts would have been included in the definition of 415 Compensation if they were paid prior to the Participant's severance from employment with the Employer, and the amounts are received pursuant to a nonqualified unfunded deferred compensation plan, but only if the payment would have been paid if the Participant had continued in employment with the Employer and only to the extent the payment is includible in the Participant's gross income.

(4) **Military Differential Pay.** 415 Compensation shall include payments to an individual who does not currently perform services for the Employer by reason of qualified military service (as that term is used in Code §414(u)(1)) to the extent those payments do not exceed the amounts the individual would have received if the individual had continued to perform services for the Employer rather than entering qualified military service.

(5) **Disability pay.** 415 Compensation shall include compensation paid to a Participant who is permanently and totally disabled, as defined in Code §22(e)(3), provided, as elected by the Employer in the Compensation Section of the Adoption Agreement, salary continuation applies to all Participants who are permanently and totally disabled for a fixed or determinable

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period, or the Participant was not a highly compensated employee (within the meaning of Code §414(q)) immediately before becoming disabled.

(c) **Inclusion of certain nonqualified deferred compensation amounts.** If this is a PPA restatement and prior to the restatement Compensation included all items includible in compensation under Regulation §1.415(c)-2(b) (Regulation §1.415-2(d)(2) under the Regulations in effect for Limitation Years beginning prior to July 1, 2007) then 415 Compensation for Limitation Years prior to the adoption of this restatement shall include amounts that are includible in the gross income of a Participant under the rules of Code §409A or Code §457(f)(1)(A) or because the amounts are constructively received by the Participant. For Plan Years beginning on and after the Plan Year in which this restatement is adopted, the Plan does not provide for a definition of 415 Compensation including all items in Regulation §1.415(c)-2(b).

(d) **Back pay.** Back pay, within the meaning of Regulations §1.415(c)-2(g)(8), shall be treated as Compensation for the Limitation Year to which the back pay relates to the extent the back pay represents wages and compensation that would otherwise be included under this definition.

(e) **Dollar limitation.** 415 Compensation will be limited to the same dollar limitations set forth in Section 1.10(e) adjusted in such manner as permitted under Code §415(d).

(f) **Amendment.** Except as otherwise provided herein, if, in connection with the adoption of any amendment, the definition of 415 Compensation has been modified, then for Plan Years prior to the Plan Year which includes the adoption date of such amendment, 415 Compensation means compensation determined pursuant to the terms of the Plan then in effect.

1.24 "Hour of Service" means (a) each hour for which an Employee is directly or indirectly compensated or entitled to Compensation by the Employer for the performance of duties during the applicable computation period (these hours will be credited to the Employee for the computation period in which the duties are performed); (b) each hour for which an Employee is directly or indirectly compensated or entitled to Compensation by the Employer (irrespective of whether the employment relationship has terminated) for reasons other than performance of duties (such as vacation, holidays, sickness, incapacity (including disability), jury duty, lay-off, military duty or leave of absence) during the applicable computation period; (c) each hour for which back pay is awarded or agreed to by the Employer without regard to mitigation of damages (these hours will be credited to the Employee for the computation period or periods to which the award or agreement pertains rather than the computation period in which the award, agreement or payment is made). The same Hours of Service shall not be credited both under (a) or (b), as the case may be, and under (c).

Notwithstanding (b) above, (1) no more than 501 Hours of Service will be credited to an Employee on account of any single continuous period during which the Employee performs no duties (whether or not such period occurs in a single computation period); (2) an hour for which an Employee is directly or indirectly paid, or entitled to payment, on account of a period during which no duties are performed is not required to be credited to the Employee if such payment is made or due under a plan maintained solely for the purpose of complying with applicable workers' compensation, or unemployment compensation or disability insurance laws; and (3) Hours of Service are not required to be credited for a payment which solely reimburses an Employee for medical or medically related expenses incurred by the Employee. Furthermore, for purposes of (b) above, a payment shall be deemed to be made by or due from the Employer regardless of whether such payment is made by or due from the Employer directly, or indirectly through, among others, a trust fund, or insurer, to which the Employer contributes or pays premiums and regardless of whether contributions made or due to the trust fund, insurer, or other entity are for the benefit of particular Employees or are on behalf of a group of Employees in the aggregate.

Hours of Service will be credited for employment with all Affiliated Employers and for any individual considered to be a Leased Employee pursuant to Code §414(n) or 414(o) and the Regulations thereunder.

Hours of Service will be determined using the actual hours method unless one of the methods below is elected in the Adoption Agreement. If the **actual hours** method is used to determine Hours of Service, an Employee is credited with the actual Hours of Service the Employee completes with the Employer or the number of Hours of Service for which the Employee is paid (or entitled to payment).

If the **days worked** method is elected, an Employee will be credited with ten (10) Hours of Service if under the Plan such Employee would be credited with at least one (1) Hour of Service during the day.

If the **weeks worked** method is elected, an Employee will be credited with forty-five (45) Hours of Service if under the Plan such Employee would be credited with at least one (1) Hour of Service during the week.

If the **semi-monthly payroll periods worked** method is elected, an Employee will be credited with ninety-five (95) Hours of Service if under the Plan such Employee would be credited with at least one (1) Hour of Service during the semi-monthly payroll period.

If the **months worked** method is elected, an Employee will be credited with one hundred ninety (190) Hours of Service if under the Plan such Employee would be credited with at least one (1) Hour of Service during the month.

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If the **bi-weekly payroll periods worked** method is elected, an Employee will be credited with ninety (90) Hours of Service if under the Plan such Employee would be credited with at least one (1) Hour of Service during the bi-weekly payroll period.

1.25 "Insurer" means any legal reserve insurance company which has issued or shall issue one or more Contracts or Policies under the Plan.

1.26 "Investment Manager" means a person or entity which renders investment advice for a fee or other compensation, direct or indirect, with respect to any monies or property of the Plan and which is appointed in accordance with Section 2.1(b).

1.27 "Late Retirement Date" means the date of, or the first day of the month or the Anniversary Date coinciding with or next following, whichever corresponds to the election in the Adoption Agreement for the Normal Retirement Date, a Participant's actual retirement after having reached the Normal Retirement Date.

1.28 "Leased Employee" means any person (other than an Employee of the recipient Employer) who, pursuant to an agreement between the recipient Employer and any other person or entity ("leasing organization"), has performed services for the recipient (or for the recipient and related persons determined in accordance with Code §414(n)(6)) on a substantially full time basis for a period of at least one year, and such services are performed under primary direction or control by the recipient Employer. Contributions or benefits provided a Leased Employee by the leasing organization which are attributable to services performed for the recipient Employer shall be treated as provided by the recipient Employer. Furthermore, Compensation for a Leased Employee shall only include compensation from the leasing organization that is attributable to services performed for the recipient Employer.

A Leased Employee shall not be considered an employee of the recipient Employer if: (a) such employee is covered by a money purchase pension plan providing: (1) a non-integrated employer contribution rate of at least ten percent (10%) of compensation, as defined in Code §415(c)(3), (2) immediate participation, and (3) full and immediate vesting; and (b) leased employees do not constitute more than twenty percent (20%) of the recipient Employer's nonhighly compensated workforce.

1.29 "Limitation Year" means the "determination period" used to determine Compensation. However, the Employer may elect a different Limitation Year in Appendix A to the Adoption Agreement (Special Effective Dates and Other Permitted Elections). All qualified plans maintained by the Employer must use the same Limitation Year. Furthermore, unless there is a change to a new Limitation Year, the Limitation Year will be a twelve (12) consecutive month period. In the case of an initial Limitation Year, the Limitation Year will be the twelve (12) consecutive month period ending on the last day of the period specified in the Adoption Agreement. If the Limitation Year is amended to a different twelve (12) consecutive month period, the new "Limitation Year" must begin on a date within the "Limitation Year" in which the amendment is made. For Limitation Years beginning on and after July 1, 2007, the Limitation Year may only be changed by a Plan amendment. Furthermore, if the Plan is terminated effective as of a date other than the last day of the Plan's Limitation Year, then the Plan is treated as if the Plan had been amended to change its Limitation Year.

1.30 "Military Differential Pay" means, for any Plan or Limitation Year beginning after June 30, 2007, any differential wage payments made to an individual that represents an amount which, when added to the individual's military pay, approximates the amount of Compensation that was paid to the individual while working for the Employer. Notwithstanding the preceding sentence, for Compensation "determination periods" beginning after December 31, 2008, an individual receiving a differential wage payment, as defined by Code §3401(h)(2), is treated as an Employee of the Employer making the payment.

1.31 "Nonelective Contribution" means the Employer's contributions to the Plan.

1.32 "Normal Retirement Age" means the age elected in the Adoption Agreement at which time a Participant's Account shall be nonforfeitable (if the Participant is employed by the Employer on or after that date). For money purchase pension plans, if the employer enforces a mandatory retirement age, then the Normal Retirement Age is the lesser of that mandatory age or the age specified in the Adoption Agreement.

1.33 "Normal Retirement Date" means the date elected in the Adoption Agreement.

1.34 "1-Year Break in Service" means, if the Hour of Service method is used, the applicable computation period that is used to determine a Year of Service during which an Employee or Former Employee has not completed more than 500 Hours of Service. However, if the Employer selected, in the Service Crediting Method Section of the Adoption Agreement, to define a Year of Service as less than 1,000 Hours of Service, then the 500 Hours of Service in this definition of 1-Year Break in Service shall be proportionately reduced. Further, solely for the purpose of determining whether an Employee has incurred a 1-Year Break in Service, Hours of Service shall be recognized for "authorized leaves of absence" and "maternity and paternity leaves of absence." For this purpose, Hours of Service shall be credited for the computation period in which the absence from work begins, only if credit therefore is necessary to prevent the Employee from incurring a 1-Year Break in Service, or, in any other case, in the immediately following computation period. The Hours of Service credited for a "maternity or paternity leave of absence" shall be those which would normally have been credited but for such absence, or, in any case in which the Administrator is unable to determine such hours normally credited, eight (8) Hours of Service per day. The total Hours of Service required to be credited for a "maternity or paternity leave of absence" shall not exceed the number of Hours of Service needed to prevent the Employee from incurring a 1-Year Break in Service.

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"Authorized leave of absence" means an unpaid, temporary cessation from active employment with the Employer pursuant to an established policy, whether occasioned by illness, military service, or any other reason.

A "maternity or paternity leave of absence" means an absence from work for any period by reason of the Employee's pregnancy, birth of the Employee's child, placement of a child with the Employee in connection with the adoption of such child, or any absence for the purpose of caring for such child for a period immediately following such birth or placement.

If the elapsed time method is elected in the Service Crediting Method Section of the Adoption Agreement, then a "1-Year Break in Service" means a twelve (12) consecutive month period beginning on the severance from service date or any anniversary thereof and ending on the next succeeding anniversary of such date; provided, however, that the Employee or Former Employee does not perform an Hour of Service for the Employer during such twelve (12) consecutive month period.

1.35 "Participant" means any Employee or Former Employee who has satisfied the requirements of Sections 3.1 and 3.2 and entered the Plan and is eligible to accrue benefits under the Plan. In addition, the term "Participant" also includes any individual who was a Participant (as defined in the preceding sentence) and who must continue to be taken into account under a particular provision of the Plan (e.g., because the individual has an Account balance in the Plan).

1.36 "Participant Directed Account" means that portion of a Participant's interest in the Plan with respect to which the Participant has directed the investment in accordance with the Participant Direction Procedures.

1.37 "Participant Direction Procedures" means such instructions, guidelines or policies, the terms of which are incorporated herein, as shall be established pursuant to Section 4.10 and observed by the Administrator and applied and provided to Participants who have Participant Directed Accounts.

1.38 "Participating Employer" means an Employer which, with the consent of the "lead Employer" adopts the Plan pursuant to Section 10.1 or Article XI. In addition, unless the context means otherwise, the term "Employer" shall include any Participating Employer which shall adopt this Plan.

1.39 "Period of Service" means the aggregate of all periods of service commencing with an Employee's first day of employment or reemployment with the Employer or an Affiliated Employer and ending on the first day of a Period of Severance, or for benefit accrual purposes, ending on the severance from service date. The first day of employment or reemployment is the first day the Employee performs an Hour of Service. An Employee who incurs a Period of Severance of twelve (12) months or less will also receive service-spanning credit by treating any such period as a Period of Service for purposes of eligibility and vesting (but not benefit accrual). For purposes of benefit accrual, a Participant's whole year Periods of Service is equal to the sum of all full and partial periods of service, whether or not such service is continuous or contiguous, expressed in the number of whole years represented by such sum. For this purpose, fractional periods of a year will be expressed in terms of days.

Periods of Service with any Affiliated Employer shall be recognized. Furthermore, Periods of Service with any predecessor employer that maintained this Plan shall be recognized. Periods of Service with any other predecessor employer shall be recognized as elected in the Adoption Agreement.

In determining Periods of Service for purposes of vesting under the Plan, Periods of Service will be excluded as elected in the Adoption Agreement and as specified in Section 3.5.

In the event the method of crediting service is amended from the Hour of Service method to the elapsed time method, an Employee will receive credit for a Period of Service consisting of:

(a) A number of years equal to the number of Years of Service credited to the Employee before the computation period during which the amendment occurs; and

(b) The greater of (1) the Periods of Service that would be credited to the Employee under the elapsed time method for service during the entire computation period in which the transfer occurs or (2) the service taken into account under the Hour of Service method as of the date of the amendment.

In addition, the Employee will receive credit for service subsequent to the amendment commencing on the day after the last day of the computation period in which the transfer occurs.

1.40 "Period of Severance" means a continuous period of time during which an Employee is not employed by the Employer. Such period begins on the date the Employee retires, quits or is discharged, or if earlier, the twelve (12) month anniversary of the date on which the Employee was otherwise first absent from service.

In the case of an individual who is absent from work for "maternity or paternity" reasons, the twelve (12) consecutive month period beginning on the first anniversary of the first day of such absence shall not constitute a one year Period of Severance. For purposes of this paragraph, an absence from work for "maternity or paternity" reasons means an absence (a) by reason of the pregnancy of the individual, (b) by reason of the birth of a child of the individual, (c) by reason of the placement of a child with the individual in connection with the

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adoption of such child by such individual, or (d) for purposes of caring for such child for a period beginning immediately following such birth or placement.

1.41 "Plan" means this instrument (hereinafter referred to as FIS Business Systems LLC Governmental Defined Contribution Plan Basic Plan Document #09) and the Adoption Agreement as adopted by the Employer, including all amendments thereto and any appendix which is specifically permitted pursuant to the terms of the Plan.

1.42 "Plan Year" means the Plan's accounting year as specified in the Adoption Agreement. Unless there is a Short Plan Year, the Plan Year will be a twelve-consecutive month period.

1.43 "Qualified Convertible Hours" means the amount of sick and vacation pay plan hours eligible to be converted into Employer contributions.

1.44 "Regulation" means the Income Tax Regulations as promulgated by the Secretary of the Treasury or a delegate of the Secretary of the Treasury, and as amended from time to time.

1.45 "Retirement Date" means the date as of which a Participant retires for reasons other than Total and Permanent Disability, regardless of whether such retirement occurs on a Participant's Normal Retirement Date, Early Retirement Date or Late Retirement Date (see Section 6.1).

1.46 "Short Plan Year" means, if specified in the Adoption Agreement or as the result of an amendment, a Plan Year of less than a twelve (12) month period. If there is a Short Plan Year, the following rules shall apply in the administration of this Plan. In determining whether an Employee has completed a Year of Service (or Period of Service if the elapsed time method is used) for benefit accrual purposes in the Short Plan Year, the number of the Hours of Service (or months of service if the elapsed time method is used) required shall be proportionately reduced based on the number of days (or months) in the Short Plan Year.

1.47 "Spouse" means, a spouse as determined under federal tax law. In addition, with respect to benefits or rights not mandated by law, Spouse also includes a spouse as elected in Appendix A to the Adoption Agreement (Special Effective Dates and Other Permitted Elections).

1.48 "Terminated Participant" means a person who has been a Participant, but whose employment has been terminated with the Employer (including an Affiliated Employer) or applicable Participating Employer, other than by death, Total and Permanent Disability or retirement.

1.49 "Total and Permanent Disability" means, unless otherwise specified in Appendix A to the Adoption Agreement (Special Effective Dates and Other Permitted Elections), the inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than twelve (12) months. The disability of a Participant shall be determined by a licensed physician. However, if the condition constitutes total disability under the federal Social Security Acts, the Administrator may rely upon such determination that the Participant is Totally and Permanently Disabled for the purposes of this Plan. The determination shall be applied uniformly to all Participants.

1.50 "Trustee" means any person or entity that is named in the Adoption Agreement or has otherwise agreed to serve as Trustee, or any successors thereto. In addition, unless the context means, or the Plan provides, otherwise, the term "Trustee" shall mean the Insurer if the Plan is fully insured.

1.51 "Trust Fund" means, if the Plan is funded with a trust, the assets of the Plan and Trust as the same shall exist from time to time.

1.52 "Valuation Date" means the date or dates specified in the Adoption Agreement. Regardless of any election to the contrary, for purposes of the determination and allocation of earnings and losses, the Valuation Date shall include the Anniversary Date and may include any other date or dates deemed necessary or appropriate by the Administrator for the valuation of Participants' Accounts during the Plan Year, which may include any day that the Trustee (or Insurer), any transfer agent appointed by the Trustee (or Insurer) or the Employer, or any stock exchange used by such agent, are open for business.

1.53 "Vested" means the nonforfeitable portion of any Account maintained on behalf of a Participant.

1.54 "Year of Service" means the computation period of twelve (12) consecutive months, herein set forth, and during which an Employee has completed at least 1,000 Hours of Service (unless a different number of Hours of Service is specified in the Adoption Agreement).

For purposes of eligibility for participation, the initial computation period shall begin with the date on which the Employee first performs an Hour of Service (employment commencement date). Unless otherwise elected in the Service Crediting Method Section of the Adoption Agreement, the succeeding computation periods shall begin on the anniversary of the Employee's employment commencement date. However, unless otherwise elected in the Adoption Agreement, if one (1) Year of Service or less is required as a condition of eligibility, then the computation period after the initial computation period shall shift to the current Plan Year which includes the

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anniversary of the date on which the Employee first performed an Hour of Service, and subsequent computation periods shall be the Plan Year. If there is a shift to the Plan Year, an Employee who is credited with the number of Hours of Service to be credited with a Year of Service in both the initial eligibility computation period and the first Plan Year which commences prior to the first anniversary of the Employee's initial eligibility computation period will be credited with two (2) Years of Service for purposes of eligibility to participate.

If two (2) (or more) Years of Service are required as a condition of eligibility, a Participant will only have completed two (2) (or more) Years of Service for eligibility purposes upon completing two (2) or more consecutive Years of Service without an intervening 1-Year Break in Service.

For vesting purposes, and all other purposes not specifically addressed in this Section, the computation period shall be the period elected in the Service Crediting Method Section of the Adoption Agreement. If no election is made in the Service Crediting Method Section of the Adoption Agreement, then the computation period shall be the Plan Year.

In determining Years of Service for purposes of vesting under the Plan, Years of Service will be excluded as elected in the Adoption Agreement and as specified in Section 3.5.

Years of Service and 1-Year Breaks in Service for eligibility purposes will be measured on the same eligibility computation period. Years of Service and 1-Year Breaks in Service for vesting purposes will be measured on the same vesting computation period.

Years of Service with any Affiliated Employer shall be recognized. Furthermore, Years of Service with any predecessor employer that maintained this Plan shall be recognized. Years of Service with any other employer shall be recognized as elected in the Adoption Agreement.

In the event the method of crediting service is amended from the elapsed time method to the Hour of Service method, an Employee will receive credit for Years of Service equal to:

(a) The number of Years of Service equal to the number of 1-year Periods of Service credited to the Employee as of the date of the amendment; and

(b) In the computation period which includes the date of the amendment, a number of Hours of Service (using the Hours of Service equivalency method, if any, elected in the Adoption Agreement) to any fractional part of a year credited to the Employee under this Section as of the date of the amendment.

ARTICLE II
ADMINISTRATION

2.1 POWERS AND RESPONSIBILITIES OF THE EMPLOYER

(a) **Appointment of Trustee (or Insurer) and Administrator.** In addition to the general powers and responsibilities otherwise provided for in this Plan, the Employer shall be empowered to appoint and remove one or more Trustees (or Insurers) and Administrators from time to time as it deems necessary for the proper administration of the Plan to ensure that the Plan is being operated for the exclusive benefit of the Participants and their Beneficiaries in accordance with the terms of the Plan and the Code. The Employer may appoint counsel, specialists, advisers, agents (including any nonfiduciary agent) and other persons as the Employer deems necessary or desirable in connection with the exercise of its fiduciary duties under this Plan. The Employer may compensate such agents or advisers from the assets of the Plan as fiduciary expenses (but not including any business (settlor) expenses of the Employer), to the extent not paid by the Employer.

(b) **Appointment of Investment Manager.** The Employer may appoint, at its option, one or more Investment Managers, investment advisers, or other agents to provide investment direction to the Trustee (or Insurer) with respect to any or all of the Plan assets. Such appointment shall be given by the Employer in writing in a form acceptable to the Trustee (or Insurer) and shall specifically identify the Plan assets with respect to which the Investment Manager or other agent shall have the authority to direct the investment.

2.2 DESIGNATION OF ADMINISTRATIVE AUTHORITY

The Employer may appoint one or more Administrators. If the Employer does not appoint an Administrator, the Employer will be the Administrator. Any person, including, but not limited to, the Employees of the Employer, shall be eligible to serve as an Administrator. Any person so appointed shall signify acceptance by filing written acceptance with the Employer. An Administrator may resign by delivering a written resignation to the Employer or be removed by the Employer by delivery of written notice of removal, to take effect at a date specified therein, or upon delivery to the Administrator if no date is specified. Upon the resignation or removal of an Administrator, the Employer may designate in writing a successor to this position.

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2.3 ALLOCATION AND DELEGATION OF RESPONSIBILITIES

If more than one person is appointed as Administrator, then the responsibilities of each Administrator may be specified by the Employer and accepted in writing by each Administrator. If no such delegation is made by the Employer, then the Administrators may allocate the responsibilities among themselves, in which event the Administrators shall notify the Employer and the Trustee (or Insurer) in writing of such action and specify the responsibilities of each Administrator. The Trustee (or Insurer) thereafter shall accept and rely upon any documents executed by the appropriate Administrator until such time as the Employer or the Administrators file with the Trustee (or Insurer) a written revocation of such designation.

2.4 POWERS AND DUTIES OF THE ADMINISTRATOR

The primary responsibility of the Administrator is to administer the Plan for the exclusive benefit of the Participants and their Beneficiaries, subject to the specific terms of the Plan. The Administrator shall administer the Plan in accordance with its terms and shall have the power and discretion to construe the terms of the Plan and determine all questions arising in connection with the administration, interpretation, and application of the Plan. Benefits under this Plan will be paid only if the Administrator decides in its discretion that the applicant is entitled to them. Any such determination by the Administrator shall be conclusive and binding upon all persons. The Administrator may establish procedures, correct any defect, supply any information, or reconcile any inconsistency in such manner and to such extent as shall be deemed necessary or advisable to carry out the purpose of the Plan; provided, however, that any procedure, discretionary act, interpretation or construction shall be done based upon uniform principles consistently applied and shall be consistent with the intent that the Plan continue to be deemed a qualified plan under the terms of Code §401(a). The Administrator shall have all powers necessary or appropriate to accomplish its duties under this Plan.

The Administrator shall be charged with the duties of the general administration of the Plan and the powers necessary to carry out such duties as set forth under the terms of the Plan, including, but not limited to, the following:

(a) the discretion to determine all questions relating to the eligibility of an Employee to participate or remain a Participant hereunder and to receive benefits under the Plan;

(b) the authority to review and settle all claims against the Plan, including claims where the settlement amount cannot be calculated or is not calculated in accordance with the Plan's benefit formula. This authority specifically permits the Administrator to settle disputed claims for benefits and any other disputed claims made against the Plan;

(c) to compute, certify, and direct agents of the Plan respect to the amount and the kind of benefits to which any Participant shall be entitled hereunder;

(d) to authorize and direct the Trustee (or Insurer) with respect to all discretionary or otherwise directed disbursements from the Trust Fund;

(e) to maintain all necessary records for the administration of the Plan;

(f) to interpret the provisions of the Plan and to make and publish such rules for regulation of the Plan that are consistent with the terms hereof;

(g) to determine the size and type of any Contract to be purchased from any Insurer, and to designate the Insurer from which such Contract shall be purchased;

(h) to compute and certify to the Employer and to the Trustee (or Insurer) from time to time the sums of money necessary or desirable to be contributed to the Plan;

(i) to consult with the Employer and agents of the Plan regarding the short and long-term liquidity needs of the Plan;

(j) to assist Participants regarding their rights, benefits, or elections available under the Plan; and

(k) to determine the validity of, and take appropriate action with respect to, any "qualified domestic relations order" received by it.

2.5 RECORDS AND REPORTS

The Administrator shall keep a record of all actions taken and shall keep all other books of account, records, and other data that may be necessary for proper administration of the Plan and shall be responsible for supplying all information and reports to the Internal Revenue Service, Participants, Beneficiaries and others as required by applicable law.

2.6 APPOINTMENT OF ADVISERS

The Administrator may appoint counsel, specialists, advisers, agents (including nonfiduciary agents such as third party administrative services providers and recordkeepers) and other persons as the Administrator deems necessary or desirable in connection

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with the administration of this Plan, including but not limited to agents and advisers to assist with the administration and management of the Plan, and thereby to provide, among such other duties as the Administrator may appoint, assistance with maintaining Plan records and the providing of investment information to the Plan's investment fiduciaries and, if applicable, to Plan Participants.

2.7 INFORMATION FROM EMPLOYER

The Employer shall supply full and timely information to the Administrator on all pertinent facts as the Administrator may require in order to perform its functions hereunder and the Administrator shall advise appropriate agents of the Plan of such of the foregoing facts as may be pertinent to the agent's duties to the Plan. The Administrator may rely upon such information as is supplied by the Employer and shall have no duty or responsibility to verify such information.

2.8 PAYMENT OF EXPENSES

All reasonable expenses of administration may be paid out of the Plan assets unless paid by the Employer. Such expenses shall include any expenses incident to the functioning of the Administrator, or any person or persons retained or appointed by any named fiduciary incident to the exercise of their duties under the Plan, including, but not limited to, fees of accountants, counsel, Investment Managers, agents (including nonfiduciary agents such as third party administrative services providers and recordkeepers) appointed for the purpose of assisting the Administrator or Trustee (or Insurer) in carrying out the instructions of Participants as to the directed investment of their Accounts (if permitted) and other specialists and their agents and other costs of administering the Plan. In addition, unless specifically prohibited under statute, regulation or other guidance of general applicability, the Administrator may charge to the Account of an individual Participant a reasonable charge to offset the cost of making a distribution to the Participant, Beneficiary, or Alternate Payee. If liquid assets of the Plan are insufficient to cover the fees of the Trustee (or Insurer) or the Administrator, then Plan assets shall be liquidated to the extent necessary for such fees. In the event any part of the Plan assets becomes subject to tax, all taxes incurred will be paid from the Plan assets. Until paid, the expenses shall constitute a liability of the Trust Fund.

2.9 MAJORITY ACTIONS

Except where there has been an allocation and delegation of administrative authority pursuant to Section 2.3, if there is more than one Administrator, then they shall act by a majority of their number, but may authorize one or more of them to sign all papers on their behalf.

2.10 CLAIMS PROCEDURES

Any person who believes that he or she is entitled to a benefit under the Plan shall file with the Administrator a written notice of claim for such benefit within 45 days of such right accruing or shall forever waive entitlement to such benefit. Within 120 days after its receipt of such written notice of claim, the Administrator shall either grant or deny such claim provided, however, any delay on the part of the Administrator is arriving at a decision shall not adversely affect benefits payable under a granted claim. The Administrator may, however, implement alternative claims procedures in lieu of those provided in this Plan. The implementation of such procedures shall not be considered a Plan amendment that affects an Employer's reliance on this volume submitter plan.

The Administrator and all persons determining or reviewing claims have full discretion to determine benefit claims under the Plan. Any interpretation, determination or other action of such persons shall be subject to review only if it is arbitrary or capricious or otherwise an abuse of discretion. Any review of a final decision or action of the persons reviewing a claim shall be based only on such evidence presented to or considered by such persons at the time they made the decision that is the subject of review.

ARTICLE III
ELIGIBILITY

3.1 CONDITIONS OF ELIGIBILITY

An Eligible Employee shall be eligible to participate hereunder on the date such Employee has satisfied the conditions of eligibility, if any, elected in the Adoption Agreement.

3.2 EFFECTIVE DATE OF PARTICIPATION

(a) **General rule.** An Eligible Employee who has satisfied the conditions of eligibility pursuant to Section 3.1 shall become a Participant effective as of the date elected in the Adoption Agreement. Regardless of any election in the Adoption Agreement to the contrary, an Eligible Employee who has satisfied the maximum age (26) and service requirements (one (1) Year (or Period) of Service (or more than one (1) year if full and immediate vesting)) and who is otherwise entitled to participate, will become a Participant no later than the earlier of (1) six (6) months after such requirements are satisfied, or (2) the first day of the first Plan Year after such requirements are satisfied, unless the Employee separates from service before such participation date.

(b) **Rehired Employee.** If an Eligible Employee is not employed on the date determined pursuant to (a) above, but is reemployed before a 1-Year Break in Service has occurred, then such Eligible Employee shall become a Participant on the date of reemployment or, if later, the date that the Employee would have otherwise entered the Plan had the Employee not terminated

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employment. If such Employee incurs a 1-Year Break in Service, then eligibility will be determined under the 1-Year Break in Service rules set forth in Section 3.5.

(c) **Recognition of predecessor service.** Unless specifically provided otherwise in the Adoption Agreement, an Eligible Employee who satisfies the Plan's eligibility requirement conditions by reason of recognition of service with a predecessor employer will become a Participant as of the day the Plan credits service with a predecessor employer or, if later, the date the Employee would have otherwise entered the Plan had the service with the predecessor employer been service with the Employer.

(d) **Noneligible to eligible class.** If an Employee, who has satisfied the Plan's eligibility requirements and would otherwise have become a Participant, shall go from a classification of a noneligible Employee to an Eligible Employee, such Employee shall become a Participant on the date such Employee becomes an Eligible Employee or, if later, the date that the Employee would have otherwise entered the Plan had the Employee always been an Eligible Employee.

(e) **Eligible to noneligible class.** If an Employee, who has satisfied the Plan's eligibility requirements and would otherwise become a Participant, shall go from a classification of an Eligible Employee to a noneligible class of Employees, such Employee shall become a Participant in the Plan on the date such Employee again becomes an Eligible Employee, or, if later, the date that the Employee would have otherwise entered the Plan had the Employee always been an Eligible Employee. However, if such Employee incurs a 1-Year Break in Service, eligibility will be determined under the 1-Year Break in Service rules set forth in Section 3.5.

3.3 DETERMINATION OF ELIGIBILITY

The Administrator shall determine the eligibility of each Employee for participation in the Plan based upon information furnished by the Employer. Such determination shall be conclusive and binding upon all persons, as long as the same is made pursuant to the Plan.

3.4 TERMINATION OF ELIGIBILITY

In the event a Participant shall go from a classification of an Eligible Employee to an ineligible Employee, such Participant shall continue to vest in the Plan for each Year of Service (or Period of Service, if the elapsed time method is used) completed while an ineligible Employee, until such time as the Participant's Account is forfeited or distributed pursuant to the terms of the Plan. Additionally, the Participant's interest in the Plan shall continue to share in the earnings of the Trust Fund in the same manner as Participants.

3.5 REHIRED EMPLOYEES AND 1-YEAR BREAKS IN SERVICE

(a) **Rehired Participant/immediate re-entry.** If any Former Employee who had been a Participant is reemployed by the Employer, then the Employee shall become a Participant as of the reemployment date, unless the Employee is not an Eligible Employee, the Employee does not satisfy the eligibility conditions taking into account prior service to the extent such prior service is not disregarded pursuant to Section 3.5(d) below. If such prior service is disregarded, then the rehired Eligible Employee shall be treated as a new hire.

(b) **Rehired Eligible Employee who satisfied eligibility.** If any Eligible Employee had satisfied the Plan's eligibility requirements but, due to a severance of employment, did not become a Participant, then such Eligible Employee shall become a Participant as of the later of (1) the entry date on which he or she would have entered the Plan had there been no severance of employment, or (2) the date of his or her re-employment. Notwithstanding the preceding, if the rehired Eligible Employee's prior service is disregarded pursuant to Section 3.5(d) below, then the rehired Eligible Employee shall be treated as a new hire.

(c) **Rehired Eligible Employee who had not satisfied eligibility.** If any Eligible Employee who had not satisfied the Plan's eligibility requirements is rehired after severance from employment, then such Eligible Employee shall become a Participant in the Plan in accordance with the eligibility requirements set forth in the Adoption Agreement and the Plan. However, in applying any shift in an eligibility computation period, the Eligible Employee is not treated as a new hire unless prior service is disregarded in accordance with Section 3.5(d) below.

(d) **Reemployed after five (5) 1-Year Breaks in Service ("rule of parity" provisions).** If the Employer elects in Appendix A to the Adoption Agreement (Special Effective Dates and Other Permitted Elections) to apply the "rule of parity" provisions, then if any Employee is reemployed after five (5) 1-Year Breaks in Service has occurred, Years of Service (or Periods of Service if the elapsed time method is being used) shall include Years of Service (or Periods of Service if the elapsed time method is being used) prior to the 5-Year Break in Service subject to the rules set forth below. The Employer may elect in Appendix A to the Adoption Agreement (Special Effective Dates and Other Permitted Elections) to make the provisions of this paragraph applicable for purposes of eligibility and/or vesting.

(1) In the case of a Former Employee who under the Plan does not have a nonforfeitable right to any interest in the Plan resulting from Employer contributions, Years of Service (or Periods of Service) before a period of 1-Year Breaks in Service will not be taken into account if the number of consecutive 1-Year Breaks in Service equals or exceeds the greater of (i) five (5) or (ii) the aggregate number of pre-break Years of Service (or Periods of Service). Such aggregate number of Years of Service (or Periods of Service) will not include any Years of Service (or Periods of Service) disregarded under the preceding sentence by reason of prior 1-Year Breaks in Service;

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(2) A Former Employee who has not had Years of Service (or Periods of Service) before a 1-Year Break in Service disregarded pursuant to (1) above, shall participate in the Plan as of the date of reemployment, or if later, as of the date the Former Employee would otherwise enter the Plan pursuant to Sections 3.1 and 3.2 taking into account all service not disregarded.

(e) **Vesting after five (5) 1-Year Breaks in Service.** If a Participant incurs five (5) consecutive 1-Year Breaks in Service, the Vested portion of such Participant's Account attributable to pre-break service shall not be increased as a result of post-break service. In such case, separate accounts will be maintained as follows:

(1) one account for nonforfeitable benefits attributable to pre-break service; and

(2) one account representing the Participant's Employer-derived Account balance in the Plan attributable to post-break service.

(f) **Waiver of allocation or contribution conditions.** If the Employer elects in the Adoption Agreement to waive allocations or contributions due to retirement (early or normal retirement), then a Participant shall only be entitled to one such waiver. Accordingly, if a Participant retires and allocation or contribution conditions are waived, then the Plan will not waive the allocation or contribution conditions if the Participant is rehired and then retires again.

3.6 OMISSION OF ELIGIBLE EMPLOYEE; INCLUSION OF INELIGIBLE EMPLOYEE

If, in any Plan Year, any Employee who should be included as a Participant in the Plan is erroneously omitted and discovery of such omission is not made until after a contribution by the Employer for the year has been made and allocated, or any person who should not have been included as a Participant in the Plan is erroneously included, then the Employer may take corrective actions consistent with, the IRS Employee Plans Compliance Resolution System (i.e., Rev. Proc. 2013-12 or any subsequent guidance).

ARTICLE IV
CONTRIBUTION AND ALLOCATION

4.1 FORMULA FOR DETERMINING EMPLOYER'S CONTRIBUTION

(a) **For a Money Purchase Plan.** All contributions made by the Employer will be made in cash. For each Plan Year, the Employer will contribute to the Plan the following:

(1) The amount of any mandatory Employee contributions and after-tax voluntary Employee contributions made by Participants; plus

(2) On behalf of each Participant eligible to share in allocations, for each year of such Participant's participation in this Plan, the Employer will contribute the amount specified in the Adoption Agreement; plus

(3) If elected in the Adoption Agreement, a matching contribution equal to the amount specified in the Adoption Agreement of each Participant eligible to share in the allocations of the matching contribution, which amount shall be deemed an Employer matching contribution.

(b) **For a 401(a) Plan.** For each Plan Year, the Employer will (or may with respect to any discretionary contributions) contribute to the Plan:

(1) The amount of any mandatory Employee contributions and after-tax voluntary Employee contributions; plus

(2) If elected in the Adoption Agreement, a matching contribution equal to the amount specified in the Adoption Agreement of each Participant eligible to share in the allocations of the matching contribution, which amount shall be deemed an Employer matching contribution; plus

(3) If elected in the Adoption Agreement, an Employer contribution equal to a specified contribution or a discretionary amount determined each year by the Employer.

(c) **Frozen Plans.** The Employer may designate that the Plan is a frozen Plan at the Contribution Types Section of the Adoption Agreement. As a frozen Plan, the Employer will not make any Employer contributions with respect to Compensation earned after the date the Plan is frozen. In addition, once a Plan is frozen, no additional Employees shall become Participants.

(d) **Union Employees.** Regardless of any provision in this Plan to the contrary, Employees whose employment is governed by a collective bargaining agreement between the Employer and "employee representatives" under which retirement benefits were the subject of good faith bargaining shall be eligible to participate in this Plan to the extent of employment covered by such agreement provided the agreement provides for coverage in the Plan. The benefits, including but not limited to, contributions, allocations and

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vesting, under this Plan shall be those set forth in the collective bargaining agreement, which is hereby incorporated by reference and attached as an addendum to the Adoption Agreement. For this purpose, the term "employee representatives" does not include any organization more than half of whose members are employees who are owners, officers, or executives of the Employer. If a Participant performs services both as a collectively bargained Employee and as a non-collectively bargained Employee, then the Participant's Hours of Service and Compensation in each respective category are treated separately for purposes of the Plan.

(e) **Social Security Replacement Plan.** The Employer may elect under the Adoption Agreement to indicate its intention to qualify this Plan as a Social Security Replacement Plan under Code §3121(b)(7)(F). If the Employer makes the election to qualify the Plan as a Social Security Replacement Plan, the Plan will allocate a minimum contribution amount (Employer and Employee Contributions) of seven and one-half percent (7.5%) of Compensation. The Plan will consider each Participant a member of a retirement system that provides benefits comparable to the benefits he or she would have received under Social Security. In the case of part-time, seasonal and temporary Employees, the benefit will be nonforfeitable.

4.2 TIME OF PAYMENT OF EMPLOYER'S CONTRIBUTION

Unless otherwise provided by contract or law, the Employer may make its contribution to the Plan for a particular Plan Year at such time as the Employer, in its sole discretion, determines. If the Employer makes a contribution for a particular Plan Year after the close of that Plan Year, the Employer will designate to the Administrator the Plan Year for which the Employer is making its contribution.

4.3 ALLOCATION OF CONTRIBUTION, FORFEITURES AND EARNINGS

(a) **Separate accounting.** The Administrator shall establish and maintain an Account in the name of each Participant to which the Administrator shall credit as of each Anniversary Date, or other Valuation Date, all amounts allocated to each such Participant as set forth herein.

(b) **Allocation of contributions.** The Employer shall provide the Administrator with all information required by the Administrator to make a proper allocation of the Employer's contribution, if any, for each Plan Year. Within a reasonable period of time after the date of receipt by the Administrator of such information, the Administrator shall allocate any contributions as follows:

(1) **Money Purchase Pension Plan.** For a Money Purchase Plan:

(i) The Employer's contribution shall be allocated to each Participant's Account in the manner set forth in Section 4.1 herein and as specified in the Adoption Agreement.

(ii) Notwithstanding the preceding provisions, a Participant shall only be eligible to share in the allocations of the Employer's contribution for the year if the Participant is an Eligible Employee at any time during the year and the conditions set forth in the Adoption Agreement are satisfied.

(2) **401(a) Plan.** For a 401(a) Plan (which is a profit sharing plan within the meaning of Code §401(a)):

(i) The Employer's contribution shall be allocated to each Participant's Account in accordance with the allocation method below that corresponds to the elections in the Adoption Agreement. The Employer shall provide the Administrator with all information required by the Administrator to make a proper allocation of the Employer's contribution for each Plan Year. Within a reasonable period of time after the date of receipt by the Administrator of such information, the allocation shall be made in accordance with the provisions below.

(ii) Notwithstanding the preceding provision, a Participant shall only be eligible to share in the allocations of the Employer's contribution for the year if the Participant is an Eligible Employee at any time during the year and the conditions set forth in the Adoption Agreement are satisfied.

(c) **Gains or losses.** Except as otherwise elected in the Adoption Agreement or as provided in Section 4.10 with respect to Participant Directed Accounts, as of each Valuation Date, before allocation of any Employer contributions and Forfeitures, any earnings or losses (net appreciation or net depreciation) of the Trust Fund (exclusive of assets segregated for distribution) shall be allocated in the same proportion that each Participant's nonsegregated accounts bear to the total of all Participants' nonsegregated accounts as of such date. Unless otherwise specified in the Adoption Agreement, the nonsegregated account will be reduced by any distributions made prior to the Valuation Date.

(d) **Contracts.** Participants' Accounts shall be debited for any insurance or annuity premiums paid, if any, and credited with any dividends or interest received on Contracts.

(e) **Forfeitures.** Forfeitures must be disposed of no later than the last day of the Plan Year following the Plan Year in which the Forfeiture occurs. The Employer must direct the Administrator to use Forfeitures to satisfy any contribution that may be required pursuant to Section 6.10 or to pay any Plan expenses. With respect to a Money Purchase Plan, any remaining Forfeitures will be disposed of in accordance with the elections in the Adoption Agreement. With respect to all other plans, the Employer must direct

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the Administrator to use any remaining Forfeitures in accordance with any combination of the following methods, including a different method based on the source of such Forfeitures. Forfeitures may be:

(1) Added to any Employer discretionary contribution and allocated in the same manner

(2) Used to reduce any Employer contribution

(3) Added to any Employer matching contribution and allocated as an additional matching contribution

(4) Allocated to all Participants in the same proportion that each Participant's Compensation for the Plan Year bears to the Compensation of all Participants for such year

If Forfeitures are allocated to Participants (rather than used to reduce Employer contributions) then the Employer must also direct the Administrator as to which Participants are eligible to share in such allocation. The maximum allocation conditions the Employer may require are that Participants complete one (1) Year of Service (or Period of Service) and be employed on the last day of the Plan Year in order to share in the allocation of Forfeitures for such Plan Year.

(f) **Delay in processing transactions.** Notwithstanding anything in this Section to the contrary, all information necessary to properly reflect a given transaction may not be available until after the date specified herein for processing such transaction, in which case the transaction will be reflected when such information is received and processed. Subject to express limits that may be imposed under the Code, the processing of any contribution, distribution or other transaction may be delayed for any legitimate business reason (including, but not limited to, failure of systems or computer programs, failure of the means of the transmission of data, force majeure, the failure of a service provider to timely receive values or prices, and correction for errors or omissions or the errors or omissions of any service provider). The processing date of a transaction will be binding for all purposes of the Plan.

4.4 MAXIMUM ANNUAL ADDITIONS

(a) **Calculation of "annual additions."**

(1) If a Participant does not participate in, and has never participated in another qualified plan maintained by the "employer," or a welfare benefit fund (as defined in Code §419(e)) maintained by the "employer," or an individual medical benefit account (as defined in Code §415(l)(2)) maintained by the "employer," or a simplified employee pension (as defined in Code §408(k)) maintained by the "employer" which provides "annual additions," the amount of "annual additions" which may be credited to the Participant's Accounts for any Limitation Year shall not exceed the lesser of the "maximum permissible amount" or any other limitation contained in this Plan. If the "employer" contribution that would otherwise be contributed or allocated to the Participant's Accounts would cause the "annual additions" for the Limitation Year to exceed the "maximum permissible amount," the amount contributed or allocated will be reduced so that the "annual additions" for the Limitation Year will equal the "maximum permissible amount," and any amount in excess of the "maximum permissible amount" which would have been allocated to such Participant may be allocated to other Participants.

(2) Prior to determining the Participant's actual 415 Compensation for the Limitation Year, the "employer" may determine the "maximum permissible amount" for a Participant on the basis of a reasonable estimation of the Participant's 415 Compensation for the Limitation Year, uniformly determined for all Participants similarly situated.

(3) As soon as is administratively feasible after the end of the Limitation Year the "maximum permissible amount" for such Limitation Year shall be determined on the basis of the Participant's actual 415 Compensation for such Limitation Year.

(b) "**Annual additions" if a Participant is in more than one plan.**

(1) Except as provided in Subsection (c) below, this Subsection applies if, in addition to this Plan, a Participant is covered under another "employer" maintained qualified defined contribution plan, welfare benefit fund (as defined in Code §419(e)), individual medical benefit account (as defined in Code §415(l)(2)), or simplified employee pension (as defined in Code §408(k)), which provides "annual additions," during any Limitation Year. The "annual additions" which may be credited to a Participant's Accounts under this Plan for any such Limitation Year shall not exceed the "maximum permissible amount" reduced by the "annual additions" credited to a Participant's Accounts under the other plans and welfare benefit funds, individual medical benefit accounts, and simplified employee pensions for the same Limitation Year. If the "annual additions" with respect to the Participant under other defined contribution plans and welfare benefit funds maintained by the "employer" are less than the "maximum permissible amount" and the "employer" contribution that would otherwise be contributed or allocated to the Participant's Accounts under this Plan would cause the "annual additions" for the Limitation Year to exceed this limitation, the amount contributed or allocated will be reduced so that the "annual additions" under all such plans and welfare benefit funds for the Limitation Year will equal the "maximum permissible amount," and any amount in excess of the "maximum permissible amount" which would have been allocated to such Participant may be allocated to other Participants. If the "annual additions" with respect to the Participant under such other defined contribution plans, welfare benefit funds, individual medical benefit accounts and simplified employee pensions in the aggregate are equal to or greater than the

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"maximum permissible amount," no amount will be contributed or allocated to the Participant's Account under this Plan for the Limitation Year.

(2) Prior to determining the Participant's actual 415 Compensation for the Limitation Year, the "employer" may determine the "maximum permissible amount" for a Participant on the basis of a reasonable estimation of the Participant's 415 Compensation for the Limitation Year, uniformly determined for all Participants similarly situated.

(3) As soon as is administratively feasible after the end of the Limitation Year, the "maximum permissible amount" for the Limitation Year will be determined on the basis of the Participant's actual 415 Compensation for the Limitation Year.

(4) If, pursuant to Section 4.4(b)(2), a Participant's "annual additions" under this Plan and such other plans would result in an "excess amount" for a Limitation Year, the "excess amount" will be deemed to consist of the "annual additions" last allocated, except that "annual additions" attributable to a simplified employee pension will be deemed to have been allocated first, followed by "annual additions" to a welfare benefit fund or individual medical benefit account, and then by "annual additions" to a plan subject to Code §412, regardless of the actual allocation date.

(5) If an "excess amount" was allocated to a Participant on an allocation date of this Plan which coincides with an allocation date of another plan, the "excess amount" attributed to this Plan will be the product of:

(i) the total "excess amount" allocated as of such date, times

(ii) the ratio of (A) the "annual additions" allocated to the Participant for the Limitation Year as of such date under this Plan to (B) the total "annual additions" allocated to the Participant for the Limitation Year as of such date under this and all the other qualified defined contribution plans.

(c) **Coverage under another plan.** If the Participant is covered under another qualified defined contribution plan maintained by the "employer," "annual additions" which may be credited to the Participant's Accounts under this Plan for any Limitation Year will be limited in accordance with Section 4.4(b), unless the "employer" provides other limitations in Appendix A to the Adoption Agreement (Special Effective Dates and Other Permitted Elections).

(d) **Time when "annual additions" credited.** An "annual addition" is credited to the Account of a Participant for a particular Limitation Year if it as allocated to the Participant's Account under the Plan as of any date within that Limitation Year. However, an amount is not deemed allocated as of any date within a Limitation Year if such allocation is dependent upon participation in the Plan as of any date subsequent to such date.

For purposes of this subparagraph, "employer" contributions are treated as credited to a Participant's Account for a particular Limitation Year only if the contributions are actually made to the Plan no later than the 15th day of the tenth calendar month following the end of the calendar year or Fiscal Year (as applicable, depending on the basis on which the Employer keeps its books) with or within which the particular Limitation Year ends.

(e) **Definitions.** For purposes of this Section, the following terms shall be defined as follows:

(1) **"Annual additions"** means the sum credited to a Participant's Accounts for any Limitation Year of (a) "employer" contributions, (b) Employee contributions (except as provided below), (c) Forfeitures, (d) amounts allocated to an individual medical benefit account, as defined in Code §415(l)(2), which is part of a pension or annuity plan maintained by the "employer," (e) amounts derived from contributions paid or accrued which are attributable to post-retirement medical benefits allocated to the separate account of a key employee (as defined in Code §419A(d)(3)) under a welfare benefit fund (as defined in Code §419(e)) maintained by the "employer" and (f) allocations under a simplified employee pension. Except, however, the Compensation percentage limitation referred to in paragraph (e)(5)(ii) below shall not apply to: (1) any contribution for medical benefits (within the meaning of Code §419A(f)(2)) after separation from service which is otherwise treated as an "annual addition," or (2) any amount otherwise treated as an "annual addition" under Code §415(l)(1).

(i) **Restorative payments.** "Annual additions" for purposes of Code §415 and this Section shall not include restorative payments. A restorative payment is a payment made to restore losses to a Plan resulting from actions by a fiduciary for which there is reasonable risk of liability for breach of a fiduciary duty under applicable federal or state law, where Participants who are similarly situated are treated similarly with respect to the payments. Generally, payments are restorative payments only if the payments are made in order to restore some or all of the Plan's losses due to an action (or a failure to act) that creates a reasonable risk of liability for such a breach of fiduciary duty (other than a breach of fiduciary duty arising from failure to remit contributions to the Plan). Payments made to the Plan to make up for losses due merely to market fluctuations and other payments that are not made on account of a reasonable risk of liability for breach of a fiduciary duty are not restorative payments and generally constitute contributions that are considered "annual additions."

(ii) **Other amounts.** "Annual additions" for purposes of Code §415 and this Section shall not include: (A) The direct transfer of a benefit or employee contributions from a qualified plan to this Plan; (B) Rollover contributions (as described

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in Code §§401(a)(31), 402(c)(1), 403(a)(4), 403(b)(8), 408(d)(3), and 457(e)(16)); (C) Repayments of loans made to a Participant from the Plan; and (D) Repayments of amounts described in Code §411(a)(7)(B) (in accordance with Code §411(a)(7)(C)) and Code §411(a)(3)(D) or repayment of contributions to a governmental plan (as defined in Code §414(d)) as described in Code §415(k)(3), as well as Employer restorations of benefits that are required pursuant to such repayments.

(2) **"Defined contribution dollar limitation"** means $40,000 as adjusted under Code §415(d).

(3) **"Employer"** means, for purposes of this Section, the Employer that adopts this Plan and all Affiliated Employers.

(4) **"Excess amount"** means the excess of the Participant's "annual additions" for the Limitation Year over the "maximum permissible amount."

(5) **"Maximum permissible amount"** means, except to the extent permitted under this Plan and Code §414(v), the maximum "annual addition" that may be contributed or allocated to a Participant's Accounts under the Plan for any Limitation Year, which shall not exceed the lesser of:

(i) the "defined contribution dollar limitation," or

(ii) one hundred percent (100%) of the Participant's 415 Compensation for the Limitation Year.

The 415 Compensation Limitation referred to in (ii) shall not apply to any contribution for medical benefits after separation from service (within the meaning of Code §§401(h) or 419A(f)(2)) which is otherwise treated as an "annual addition."

If a short Limitation Year is created because of an amendment changing the Limitation Year to a different twelve (12) consecutive month period, the "maximum permissible amount" will not exceed the "defined contribution dollar limitation" multiplied by a fraction, the numerator of which is the number of months in the short Limitation Year and the denominator of which is twelve (12).

(f) **Special rules.**

(1) **Aggregation of plans.** For purposes of applying the limitations of Code §415, all defined contribution plans (without regard to whether a plan has been terminated) ever maintained by the "employer" (or a "predecessor employer") under which the Participant receives "annual additions" are treated as one defined contribution plan. For purposes of this Section:

(i) A former "employer" is a "predecessor employer" with respect to a participant in a plan maintained by an "employer" if the "employer" maintains a plan under which the participant had accrued a benefit while performing services for the former "employer", but only if that benefit is provided under the plan maintained by the "employer". For this purpose, the "formerly affiliated plan" rules in Regulation §1.415(f)-1(b)(2) apply as if the "employer" and "predecessor employer" constituted a single employer under the rules described in Regulation §1.415(a)-1(f)(1) and (2) immediately prior to the "cessation of affiliation" (and as if they constituted two, unrelated employers under the rules described in Regulation §1.415(a)-1(f)(1) and (2) immediately after the "cessation of affiliation") and "cessation of affiliation" was the event that gives rise to the "predecessor employer" relationship, such as a transfer of benefits or plan sponsorship.

(ii) With respect to an "employer" of a Participant, a former entity that antedates the "employer" is a "predecessor employer" with respect to the Participant if, under the facts and circumstances, the "employer" constitutes a continuation of all or a portion of the trade or business of the former entity.

(2) **Break-up of an affiliated employer or an affiliated service group.** For purposes of aggregating plans for Code §415, a "formerly affiliated plan" of an "employer" is taken into account for purposes of applying the Code §415 limitations to the "employer," but the "formerly affiliated plan" is treated as if it had terminated immediately prior to the "cessation of affiliation." For purposes of this paragraph, a "formerly affiliated plan" of an "employer" is a plan that, immediately prior to the "cessation of affiliation," was actually maintained by one or more of the entities that constitute the "employer" (as determined under the employer affiliation rules described in Regulation §1.415(a)-1(f)(1) and (2)), and immediately after the "cessation of affiliation," is not actually maintained by any of the entities that constitute the "employer" (as determined under the employer affiliation rules described in Regulation §1.415(a)-1(f)(1) and (2)). For purposes of this paragraph, a "cessation of affiliation" means the event that causes an entity to no longer be aggregated with one or more other entities as a single "employer" under the employer affiliation rules described in Regulation §1.415(a)-1(f)(1) and (2) (such as the sale of a subsidiary outside a controlled group), or that causes a plan to not actually be maintained by any of the entities that constitute the "employer" under the employer affiliation rules of Regulation §1.415(a)-1(f)(1) and (2) (such as a transfer of plan sponsorship outside of a controlled group).

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(3) **Mid-year aggregation.** Two or more defined contribution plans that are not required to be aggregated pursuant to Code §415(f) and the Regulations thereunder as of the first day of a Limitation Year do not fail to satisfy the requirements of Code §415 with respect to a Participant for the Limitation Year merely because they are aggregated later in that Limitation Year, provided that no "annual additions" are credited to the Participant's Account after the date on which the plans are required to be aggregated.

4.5 ADJUSTMENT FOR EXCESS ANNUAL ADDITIONS

Notwithstanding any provision of the Plan to the contrary, if the "annual additions" (as defined in Section 4.4) are exceeded for any Participant, then the Plan may only correct such excess in accordance with the Employee Plans Compliance Resolution System (EPCRS) as set forth in Revenue Procedure 2013-12 or any superseding guidance.

4.6 ROLLOVERS

(a) **Acceptance of "rollovers" into the Plan.** If elected in the Adoption Agreement and with the consent of the Administrator, the Plan may accept a "rollover," provided the "rollover" will not jeopardize the tax-exempt status of the Plan or create adverse tax consequences for the Employer. The amounts rolled over shall be separately accounted for in a "Participant's Rollover Account." A Participant's Rollover Account shall be fully Vested at all times and shall not be subject to Forfeiture for any reason. For purposes of this Section, the term Participant shall include any Eligible Employee who is not yet a Participant, if, pursuant to the Adoption Agreement, "rollovers" are permitted to be accepted from Eligible Employees. In addition, for purposes of this Section the term Participant shall also include Former Employees if the Employer and Administrator consent to accept "rollovers" of distributions made to Former Employees from any plan of the Employer.

(b) **Treatment of "rollovers" under the Plan.** Amounts in a Participant's Rollover Account shall be held by the Trustee (or Insurer) pursuant to the provisions of this Plan and may not be withdrawn by, or distributed to the Participant, in whole or in part, except as elected in the Adoption Agreement and Subsection (c) below. The Trustee (or Insurer) shall have no duty or responsibility to inquire as to the propriety of the amount, value or type of assets transferred, nor to conduct any due diligence with respect to such assets; provided, however, that such assets are otherwise eligible to be held by the Trustee (or Insurer) under the terms of this Plan.

(c) **Distribution of "rollovers."** At such time as the conditions set forth in the Adoption Agreement have been satisfied, the Administrator, at the election of the Participant, shall direct the distribution of up to the entire amount credited to the Rollover Account maintained on behalf of such Participant. Any distribution of amounts held in a Participant's Rollover Account shall be made in a manner which is consistent with and satisfies the provisions of Sections 6.5 and 6.6. Furthermore, unless otherwise elected in the Adoption Agreement, such amounts shall be considered to be part of a Participant's benefit in determining whether an involuntary cash-out of benefits may be made without Participant consent.

(d) **"Rollovers" maintained in a separate account.** The Administrator may direct that "rollovers" made after a Valuation Date be segregated into a separate account for each Participant until such time as the allocations pursuant to this Plan have been made, at which time they may remain segregated, invested as part of the general Trust Fund or, if elected in the Adoption Agreement, directed by the Participant.

(e) **Limits on accepting "rollovers."** Prior to accepting any "rollovers" to which this Section applies, the Administrator may require the Employee to establish (by providing opinion of counsel or otherwise) that the amounts to be rolled over to this Plan meet the requirements of this Section. The Employer may instruct the Administrator, operationally, to limit the source of "rollover" contributions that may be accepted by the Plan.

(f) **Definitions.** For purposes of this Section, the following definitions shall apply:

(1) A "rollover" means: (i) amounts transferred to this Plan directly from another "eligible retirement plan;" (ii) distributions received by an Employee from other "eligible retirement plans" which are eligible for tax-free rollover to an "eligible retirement plan" and which are transferred by the Employee to this Plan within sixty (60) days following receipt thereof; and (iii) any other amounts which are eligible to be rolled over to this Plan pursuant to the Code or any other federally enacted legislation.

(2) An "eligible retirement plan" means an individual retirement account described in Code §408(a), an individual retirement annuity described in Code §408(b) (other than an endowment contract), a qualified trust (an employees' trust described in Code §401(a) which is exempt from tax under Code §501(a)), an annuity plan described in Code §403(a), an eligible deferred compensation plan described in Code §457(b) which is maintained by an eligible employer described in Code §457(e)(1)(A), and an annuity contract described in Code §403(b).

4.7 PLAN-TO-PLAN TRANSFERS FROM QUALIFIED PLANS

(a) **Transfers into this Plan.** With the consent of the Administrator, amounts may be transferred (within the meaning of Code §414(l)) to this Plan from other tax qualified plans under Code §401(a), provided the plan from which such funds are transferred permits the transfer to be made and the transfer will not jeopardize the tax-exempt status of the Plan or Trust or create

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adverse tax consequences for the Employer. Prior to accepting any transfers to which this Section applies, the Administrator may require an opinion of counsel that the amounts to be transferred meet the requirements of this Section. The amounts transferred shall be set up in a separate account herein referred to as a "Participant's Transfer Account." Furthermore, for vesting purposes, the Participant's Transfer Account shall be treated as a separate "Participant's Account."

(b) **Accounting of transfers.** Amounts in a Participant's Transfer Account shall be held by the Trustee (or Insurer) pursuant to the provisions of this Plan and may not be withdrawn by, or distributed to the Participant, in whole or in part, except as elected in the Adoption Agreement and Subsection (d) below, provided the restrictions of Subsection (c) below and Section 6.16 are satisfied. The Trustee (or Insurer) shall have no duty or responsibility to inquire as to the propriety of the amount, value or type of assets transferred, nor to conduct any due diligence with respect to such assets; provided, however, that such assets are otherwise eligible to be held by the Trustee (or Insurer) under the terms of this Plan. Notwithstanding anything in this Section to the contrary, transferred amounts are not required to be separately accounted for and may be combined with the corresponding Account maintained in this Plan provided all rights, benefits and features and other attributes are identical with respect to each account, or are identical after the combination.

(c) **Distribution of plan–to-plan transfer amounts.** At Normal Retirement Date, or such other date when the Participant or the Participant's Beneficiary shall be entitled to receive benefits, the Participant's Transfer Account shall be used to provide additional benefits to the Participant or the Participant's Beneficiary. Any distribution of amounts held in a Participant's Transfer Account shall be made in a manner which is consistent with and satisfies the provisions of Sections 6.5 and 6.6. Furthermore, such amounts shall be considered to be part of a Participant's benefit in determining whether an involuntary cash-out of benefits may be made without Participant consent.

(d) **Segregation.** The Administrator may direct that Employee transfers made after a Valuation Date be segregated into a separate account for each Participant until such time as the allocations pursuant to this Plan have been made, at which time they may remain segregated, invested as part of the general Trust Fund or, if elected in the Adoption Agreement, directed by the Participant.

4.8 MANDATORY EMPLOYEE CONTRIBUTIONS

(a) **Mandatory Employee contributions.** An Employer may elect in the Adoption Agreement to provide for mandatory Employee contribution. If the Employer elects to provide for such contributions, each Participant, as a condition of employment, will make a mandatory Employee contribution in the amount elected in the Adoption Agreement. Alternatively, the Employer may elect to provide a range of mandatory Employee contribution percentages from which the Participant may choose to contribute. Under this option, the Employee, as a condition of employment, must make an irrevocable election to contribute a percentage of his or her Compensation no later than his or her effective date of participation. During the period of the Participant's participation in the Plan, the Participant may not revoke the election and receive cash in lieu of the contribution, nor may the Participant change the amount of the mandatory Employee contribution. Amounts attributable to mandatory Employee contributions shall be fully Vested.

(b) **Employer pick-up contribution.** If elected in the Adoption Agreement, the Employer will "pick-up" the mandatory Employee contribution and will pay the mandatory Employee contribution to the Plan as an Employer contribution. This provision is effective only after the Employer provides for the treatment of the Employee contributions as described in this paragraph, through a person authorized to take such action, and evidenced in writing by minutes of a meeting, resolution, ordinance, or other formal action by the Employer, which will effectuate the "pick-up" provision. Furthermore, as of the date of the "pick-up," Participants are not permitted to opt-out of the "pick-up" or to receive the mandatory Employee contributions directly instead of having them paid to the Plan. Mandatory Employee contributions that are "picked-up" by the Employer are excludible from the Employee's gross income.

4.9 AFTER-TAX VOLUNTARY EMPLOYEE CONTRIBUTIONS

(a) **After-tax voluntary Employee contributions.** If elected in the Adoption Agreement, each Participant may, in accordance with procedures established by the Administrator, elect to make after-tax voluntary Employee contributions to this Plan. Such contributions must generally be paid to the Trustee (or Insurer) within a reasonable period of time after being received by the Employer. An after-tax voluntary Employee contribution is any contribution made to the Plan by or on behalf of a Participant that is included in the Participant's gross income in the year in which made and that is separately accounted for under the Plan.

(b) **Full vesting.** The balance in each Participant's Voluntary Contribution Account shall be fully Vested at all times and shall not be subject to Forfeiture for any reason.

(c) **Distribution at any time.** A Participant may elect at any time to withdraw after-tax voluntary Employee contributions from such Participant's Voluntary Contribution Account and the actual earnings thereon in a manner which is consistent with and satisfies the provisions of Section 6.5. If the Administrator maintains sub-accounts with respect to after-tax voluntary Employee contributions (and earnings thereon) which were made on or before a specified date, a Participant shall be permitted to designate which sub-account shall be the source for the withdrawal. Forfeitures of Employer contributions shall not occur solely as a result of an Employee's withdrawal of after-tax voluntary Employee contributions.

In the event a Participant has received a hardship distribution under the safe harbor hardship provisions of the Code §401(k) Regulations from any plan maintained by the Employer, then the Participant shall be barred from making any after-tax voluntary

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Employee contributions for a period of six (6) months after receipt of the hardship distribution. Any prior elections to make after-tax voluntary Employee contributions will become void upon the receipt of the hardship distribution that triggers the suspension period of this paragraph.

(d) **Used to provide benefits.** At Normal Retirement Date, or such other date when the Participant or the Participant's Beneficiary is entitled to receive benefits, the Participant's Voluntary Contribution Account shall be used to provide additional benefits to the Participant or the Participant's Beneficiary.

4.10 PARTICIPANT DIRECTED INVESTMENTS

(a) **Directed investment options allowed.** If permitted under Participant Direction Procedures, all Participants may direct the Trustee (or Insurer) as to the investment of all or a portion of their individual Account balances as set forth in such procedures. Participants may direct the Trustee (or Insurer), in writing (or in such other form which is acceptable to the Trustee (or Insurer)), to invest their accounts in specific assets, specific funds or other investments permitted under the Plan and the Participant Direction Procedures. That portion of the Account of any Participant that is subject to investment direction of such Participant will be considered a Participant Directed Account.

(b) **Establishment of Participant Direction Procedures.** The Administrator will establish Participant Direction Procedures, to be applied in a uniform manner, setting forth the permissible investment options under this Section, how often changes between investments may be made, and any other limitations and provisions that the Administrator may impose on a Participant's right to direct investments.

(c) **Administrative discretion.** The Administrator may, in its discretion, include or exclude by amendment or other action from the Participant Direction Procedures such instructions, guidelines or policies as it deems necessary or appropriate to ensure proper administration of the Plan, and may interpret the same accordingly.

(d) **Allocation of gains or losses.** As of each Valuation Date, all Participant Directed Accounts shall be charged or credited with the net earnings, gains, losses and expenses as well as any appreciation or depreciation in the market value using publicly listed fair market values when available or appropriate as follows:

(1) to the extent the assets in a Participant Directed Account are accounted for as pooled assets or investments, the allocation of earnings, gains and losses of each Participant's Account shall be based upon the total amount of funds so invested in a manner proportionate to the Participant's share of such pooled investment; and

(2) to the extent the assets in a Participant Directed Account are accounted for as segregated assets, the allocation of earnings, gains on and losses from such assets shall be made on a separate and distinct basis.

(e) **Plan will follow investment directions.** Investment directions will be processed as soon as administratively practicable after proper investment directions are received from the Participant. No guarantee is made by the Plan, Employer, Administrator or Trustee (or Insurer) that investment directions will be processed on a daily basis, and no guarantee is made in any respect regarding the processing time of an investment direction. Notwithstanding any other provision of the Plan, the Employer, Administrator or Discretionary Trustee (or Insurer) reserves the right to not value an investment option on any given Valuation Date for any reason deemed appropriate by the Employer, Administrator or Discretionary Trustee (or Insurer). Furthermore, the processing of any investment transaction may be delayed for any legitimate business reason (including, but not limited to, failure of systems or computer programs, failure of the means of the transmission of data, the failure of a service provider to timely receive values or prices, and correction for errors or omissions or the errors or omissions of any service provider) or force majeure. The processing date of a transaction will be binding for all purposes of the Plan and considered the applicable Valuation Date for an investment transaction.

(f) **Other documents required by directed investments.** Any information regarding investments available under the Plan, to the extent not required to be described in the Participant Direction Procedures, may be provided to Participants in one or more documents (or in any other form, including, but not limited to, electronic media) which are separate from the Participant Direction Procedures and are not thereby incorporated by reference into this Plan.

4.11 QUALIFIED MILITARY SERVICE

(a) **USERRA.** Notwithstanding any provisions of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with Code §414(u). Furthermore, loan repayments may be suspended under this Plan as permitted under Code §414(u)(4).

(b) **Benefit accrual.** If the Employer elects in the Adoption Agreement to apply this Subsection, then effective as of the date specified in the Adoption Agreement but no earlier than the first day of the 2007 Plan Year, for benefit accrual purposes, the Plan treats an individual who becomes Totally and Permanently disabled while performing "qualified military service" (as defined in Code §414(u)) with respect to the Employer as if the individual had resumed employment in accordance with the individual's reemployment rights under Uniformed Services Employment and Reemployment Rights Act of 1994, as amended (USERRA), on

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the day preceding Total and Permanent Disability and terminated employment on the actual date of death or Total and Permanent Disability.

The Plan will determine the amount of after-tax voluntary Employee contributions of an individual treated as reemployed under this Section for purposes of applying paragraph Code §414(u)(8)(C) on the basis of the individual's average actual after-tax voluntary Employee contributions for the lesser of: (1) the 12-month period of service with the Employer immediately prior to "qualified military service" (as defined in Code §414(u)); or (2) the actual length of continuous service with the Employer.

(c) **Death benefits.** In the case of a death occurring on or after January 1, 2007, if a Participant dies while performing "qualified military service" (as defined in Code §414(u)), the Participant's Beneficiary is entitled to any additional benefits (other than benefit accruals relating to the period of "qualified military service" but including vesting credit for such period and any other ancillary life insurance or other survivor benefits) provided under the Plan as if the Participant had resumed employment and then terminated employment on account of death. Moreover, the Plan will credit the Participant's "qualified military service" as service for vesting purposes, as though the Participant had resumed employment under Uniformed Services Employment and Reemployment Rights Act of 1994, as amended (USERRA) immediately prior to the Participant's death.

ARTICLE V
VALUATIONS

5.1 VALUATION OF THE TRUST FUND

The Administrator shall direct the Trustee (or Insurer), as of each Valuation Date, to determine the net worth of the assets comprising the Trust Fund as it exists on the Valuation Date. In determining such net worth, the Trustee (or Insurer) shall value the assets comprising the Trust Fund at their fair market value as of the Valuation Date and may deduct all expenses for which the Trustee (or Insurer) has not yet been paid by the Employer or the Trust Fund. The Trustee (or Insurer), when determining the net worth of the assets, may update the value of any shares held in a Participant Directed Account by reference to the number of shares held on behalf of the Participant, priced at the market value as of the Valuation Date.

5.2 METHOD OF VALUATION

In determining the fair market value of securities held in the Trust Fund which are listed on a registered stock exchange, the Administrator shall direct the Trustee (or Insurer) to value the same at the prices they were last traded on such exchange preceding the close of business on the Valuation Date. If such securities were not traded on the Valuation Date, or if the exchange on which they are traded was not open for business on the Valuation Date, then the securities shall be valued at the prices at which they were last traded prior to the Valuation Date. Any unlisted security held in the Trust Fund shall be valued at its bid price next preceding the close of business on the Valuation Date, which bid price shall be obtained from a registered broker or an investment banker. In determining the fair market value of assets other than securities for which trading or bid prices can be obtained, the Trustee, the Administrator (if the Trustee is a directed Trustee), or Insurer may appraise such assets itself (assuming it has the appropriate expertise), or in its discretion, employ one or more appraisers for that purpose and rely on the values established by such appraiser or appraisers.

ARTICLE VI
DETERMINATION AND DISTRIBUTION OF BENEFITS

6.1 DETERMINATION OF BENEFITS UPON RETIREMENT

Every Participant may terminate employment with the Employer and retire for purposes hereof on the Participant's Normal Retirement Date or Early Retirement Date. However, a Participant may postpone the severance of employment with the Employer to a later date, in which event the participation of such Participant in the Plan, including the right to receive allocations pursuant to Section 4.3, shall continue until such Participant's Retirement Date. Upon a Participant's Retirement Date, or if elected in the Adoption Agreement, the attainment of Normal Retirement Date without severance of employment with the Employer (subject to Section 6.11), or as soon thereafter as is practicable, the Administrator shall direct the distribution, at the election of the Participant, of the Participant's entire Vested interest in the Plan in accordance with Section 6.5.

6.2 DETERMINATION OF BENEFITS UPON DEATH

(a) **100% vesting on death.** Upon the death of a Participant before the Participant's Retirement Date or other severance of employment, all amounts credited to such Participant's Combined Account shall, if elected in the Adoption Agreement, become fully Vested. The Administrator shall direct, in accordance with the provisions of Sections 6.6 and 6.7, the distribution of the deceased Participant's Vested accounts to the Participant's Beneficiary.

(b) **Distribution upon death.** Upon the death of a Participant, the Administrator shall direct, in accordance with the provisions of Sections 6.6 and 6.7, the distribution of any remaining Vested amounts credited to the accounts of such deceased Participant to such Participant's Beneficiary.

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(c) **Determination of death benefit by Administrator.** The Administrator may require such proper proof of death and such evidence of the right of any person to receive payment of the value of the account of a deceased Participant as the Administrator may deem desirable. The Administrator's determination of death and of the right of any person to receive payment shall be conclusive.

(d) **Beneficiary designation.** Each Participant must designate a Beneficiary on a form and in such manner as provided by the Administrator.

(e) **Beneficiary if no Beneficiary elected by Participant.** In the event no valid designation of Beneficiary exists, or if the Beneficiary with respect to a portion of a Participant's death benefit is not alive at the time of the Participant's death and no contingent Beneficiary has been designated, then such portion of the death benefit will be paid in the following order of priority, unless the Employer specifies a different order of priority in Appendix A to the Adoption Agreement (Special Effective Dates and Other Permitted Elections), to:

(1) The Participant's surviving Spouse;

(2) The Participant's issue, per stirpes;

(3) The Participant's surviving parents, in equal shares; or

(4) The Participant's estate.

If the Beneficiary does not predecease the Participant, but dies prior to distribution of the death benefit, the death benefit will be paid to the Beneficiary's "designated Beneficiary" (or if there is no "designated Beneficiary," to the Beneficiary's estate). For purposes of these provisions, and with respect to any Beneficiary designations, adopted children shall be treated as children.

(f) **Divorce revokes spousal Beneficiary designation.** Notwithstanding anything in this Section to the contrary, unless otherwise elected in Appendix A to the Adoption Agreement (Special Effective Dates and Other Permitted Elections), if a Participant has designated the Spouse as a Beneficiary, then a divorce decree that relates to such Spouse shall revoke the Participant's designation of the Spouse as a Beneficiary unless the decree or a "qualified domestic relations order" (within the meaning of Code §414(p)) provides otherwise or a subsequent Beneficiary designation is made.

(g) **Simultaneous death of Participant and Beneficiary.** If a Participant and his or her Beneficiary should die simultaneously, or under circumstances that render it difficult or impossible to determine who predeceased the other, then unless the Participant's Beneficiary designation otherwise specifies, the Administrator will presume conclusively that the Beneficiary predeceased the Participant.

(h) **Slayer statute.** The Administrator may apply slayer statutes, or similar rules which prohibit inheritance by a person who murders someone from whom he or she stands to inherit, under applicable state laws.

(i) **Insured death benefit.** If the Plan provides an insured death benefit and a Participant dies before any insurance coverage to which the Participant is entitled under the Plan is effected, the death benefit from such insurance coverage shall be limited to the premium which was or otherwise would have been used for such purpose.

(j) **Plan terms control.** In the event of any conflict between the terms of this Plan and the terms of any Contract issued hereunder, the Plan provisions shall control.

6.3 DETERMINATION OF BENEFITS IN EVENT OF DISABILITY

In the event of a Participant's Total and Permanent Disability prior to the Participant's Retirement Date or other severance of employment, all amounts credited to such Participant's Combined Account shall, if elected in the Adoption Agreement, become fully Vested. In the event of a Participant's Total and Permanent Disability, the Participant's entire Vested interest in the Plan will be distributable and may be distributed in accordance with the provisions of Sections 6.5 and 6.7.

6.4 DETERMINATION OF BENEFITS UPON TERMINATION

(a) **Payment on severance of employment.** If a Participant's employment with the Employer and any Affiliated Employer is severed for any reason other than death, Total and Permanent Disability, or attainment of the Participant's Retirement Date, then such Participant shall be entitled to such benefits as are provided herein.

Distribution of the funds due to a Terminated Participant shall be made on the occurrence of an event which would result in the distribution had the Terminated Participant remained in the employ of the Employer (upon the Participant's death, Total and Permanent Disability, Early or Normal Retirement). However, at the election of the Participant, the Administrator shall direct that the entire Vested portion of the Terminated Participant's Combined Account be payable to such Terminated Participant provided the

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conditions, if any, set forth in the Adoption Agreement have been satisfied. Any distribution under this paragraph shall be made in a manner which is consistent with and satisfies the provisions of Section 6.5.

Regardless of whether distributions in kind are permitted, in the event the amount of the Vested portion of the Terminated Participant's Combined Account equals or exceeds the fair market value of any insurance Contracts, the Trustee (or Insurer), when so directed by the Administrator and agreed to by the Terminated Participant, shall assign, transfer, and set over to such Terminated Participant all Contracts on such Terminated Participant's life in such form or with such endorsements, so that the settlement options and forms of payment are consistent with the provisions of Section 6.5. In the event that the Terminated Participant's Vested portion does not at least equal the fair market value of the Contracts, if any, the Terminated Participant may pay over to the Trustee (or Insurer) the sum needed to make the distribution equal to the value of the Contracts being assigned or transferred, or the Trustee (or Insurer), pursuant to the Participant's election, may borrow the cash value of the Contracts from the Insurer so that the value of the Contracts is equal to the Vested portion of the Terminated Participant's Combined Account and then assign the Contracts to the Terminated Participant.

Notwithstanding the above, unless otherwise elected in the Adoption Agreement, if the value of a Terminated Participant's Vested benefit derived from Employer and Employee contributions does not exceed $5,000 (or such lower amount as elected in the Adoption Agreement), the Administrator shall direct that the entire Vested benefit be paid to such Participant in a single lump-sum as soon as practical without regard to the consent of the Participant, provided the conditions, if any, set forth in the Adoption Agreement have been satisfied. A Participant's Vested benefit shall not include (1) qualified voluntary employee contributions within the meaning of Code §72(o)(5)(B) and (2) if selected in the Conditions for Distributions Upon Severance of Employment Section of the Adoption Agreement, the Participant's Rollover Account. If a mandatory distribution is made pursuant to this paragraph and such distribution is greater than $1,000 and the Participant does not elect to have such distribution paid directly to an "eligible retirement plan" specified by the Participant in a "direct rollover" in accordance with Section 6.14 or to receive the distribution directly, then the Administrator shall transfer such amount to an individual retirement account described in Code §408(a) or an individual retirement annuity described in Code §408(b) designated by the Administrator. However, if the Participant elects to receive or make a "direct rollover" of such amount, then the Administrator shall direct the Trustee (or Insurer) to cause the entire Vested benefit to be paid to such Participant in a single lump sum, or make a "direct rollover" pursuant to Section 6.14, provided the conditions, if any, set forth in the Adoption Agreement have been satisfied. The Administrator may establish a procedure as to whether a Participant who fails to make an affirmative election with respect to a mandatory distribution of $1,000 or less is treated as having made or not made a "direct rollover" election. For purposes of determining whether the $1,000 threshold set forth in this paragraph is met, the mandatory distribution includes amounts in a Participant's Rollover Account. For purposes of determining whether the $5,000 threshold in this paragraph is met, a Participant's Rollover Account is taken into account unless otherwise elected in the Adoption Agreement.

(b) **Vesting schedule.** The Vested portion of any Participant's Account shall be a percentage of such Participant's Account determined on the basis of the Participant's number of Years of Service (or Periods of Service if the elapsed time method is elected) according to the vesting schedule specified in the Adoption Agreement. However, a Participant's entire interest in the Plan shall be non-forfeitable upon the Participant's Normal Retirement Age (if the Participant is employed by the Employer on or after such date). In addition, Employee contributions (voluntary and mandatory) and contributions for sick leave/vacation leave conversions shall be fully Vested.

6.5 DISTRIBUTION OF BENEFITS

(a) **Forms of distributions.** The Administrator, pursuant to the election of the Participant, shall direct the distribution to a Participant or Beneficiary any amount to which the Participant or Beneficiary is entitled under the Plan in one or more of the following methods which are permitted pursuant to the Adoption Agreement.

(1) One lump-sum payment in cash or in property, provided that if a distribution of property is permitted, it shall be limited to property that is specifically allocated and identifiable with respect to such Participant.

(2) Partial withdrawals.

(3) Payments over a period certain in monthly, quarterly, semi-annual, or annual cash installments. The period over which such payment is to be made shall not extend beyond the earlier of the Participant's life expectancy (or the joint life expectancy of the Participant and the Participant's designated Beneficiary). Once payments have begun, a Participant may elect to accelerate the payments (reduce the term and increase payments).

(4) Purchase of or providing an annuity. However, such annuity may not be in any form that will provide for payments over a period extending beyond either the life of the Participant (or the lives of the Participant and the Participant's designated Beneficiary) or the life expectancy of the Participant (or the life expectancy of the Participant and the Participant's designated Beneficiary).

(b) **Consent to distributions.** Benefits may not be paid without a Participant's consent if the value of the Participant's Accounts exceed the dollar threshold specified in the Adoption Agreement. If the value of the Participant's Accounts does not exceed such threshold, then the Administrator will distribute such benefit in a lump-sum. For purposes of this Subsection, the Participant's

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Accounts shall not include, if selected in the Conditions for Distributions Upon Severance of Employment Section of the Adoption Agreement, the Participant's Rollover Account.

(c) **Required minimum distributions (Code §401(a)(9)).** Notwithstanding any provision in the Plan to the contrary, the distribution of a Participant's benefits, whether under the Plan or through the purchase of an annuity Contract, shall be made in accordance with the requirements of Section 6.8.

(d) **Annuity Contracts.** All annuity Contracts under this Plan shall be non-transferable when distributed. Furthermore, the terms of any annuity Contract purchased and distributed to a Participant or Spouse shall comply with all of the requirements of this Plan.

(e) **TEFRA 242(b)(2) election.** The provisions of this Section shall not apply to distributions made in accordance with Plan Section 6.8(a)(4).

6.6 DISTRIBUTION OF BENEFITS UPON DEATH

(a) **Consent.** If the value of the death benefit derived from Employer and Employee contributions does not exceed $5,000, the Administrator shall direct the distribution of such amount to the Participant's Beneficiary in a single lump-sum as soon as practicable. If the value exceeds $5,000, an immediate distribution of the entire amount may be made to the Beneficiary, provided such Beneficiary consents to the distribution.

(b) **Forms of distribution.** Death benefits may be paid to a Participant's Beneficiary in one of the following optional forms of benefits subject to the rules specified in Section 6.8 and the elections made in the Adoption Agreement. Such optional forms of distributions may be elected by the Participant. However, if no optional form of distribution was elected by the Participant prior to death, then the Participant's Beneficiary may elect the form of distribution.

(1) One lump-sum payment in cash or in property that is allocated to the Accounts of the Participant at the time of the distribution.

(2) Partial withdrawals.

(3) Payment in monthly, quarterly, semi-annual, or annual cash installments over a period to be determined by the Participant or the Participant's Beneficiary. In order to provide such installment payments, the Administrator may (A) segregate the aggregate amount thereof in a separate, federally insured savings account, certificate of deposit in a bank or savings and loan association, money market certificate or other liquid short-term security or (B) purchase a nontransferable annuity Contract for a term certain (with no life contingencies) providing for such payment. After periodic installments commence, the Beneficiary shall have the right to reduce the period over which such periodic installments shall be made, and the cash amount of such periodic installments shall be adjusted accordingly.

(4) In the form of an annuity over the life expectancy of the Beneficiary.

(c) **Required minimum distributions (Code §401(a)(9)).** Notwithstanding any provision in the Plan to the contrary, distributions upon the death of a Participant shall comply with the requirements of Section 6.8.

(d) **Payment to a child.** For purposes of this Section, any amount paid to a child of the Participant will be treated as if it had been paid to the surviving Spouse if the amount becomes payable to the surviving Spouse when the child reaches the age of majority.

(e) **Voluntary Contribution Account.** In the event that less than one hundred percent (100%) of a Participant's interest in the Plan is distributed to such Participant's Spouse, the portion of the distribution attributable to the Participant's Voluntary Contribution Account shall be in the same proportion that the Participant's Voluntary Contribution Account bears to the Participant's total interest in the Plan.

(f) **TEFRA 242(b)(2) election.** The provisions of this Section shall not apply to distributions made in accordance with Section 6.8(a)(4).

6.7 TIME OF DISTRIBUTION

Except as limited by Section 6.8, whenever a distribution is to be made, or a series of payments are to commence, the distribution or series of payments may be made or begun as soon as practicable. Notwithstanding anything in the Plan to the contrary, unless a Participant otherwise elects, payments of benefits under the Plan will be begin not later than the later of the sixtieth (60th) day after the close of the Plan Year in which the latest of the following events occurs: (a) the date on which the Participant attains the earlier of age 65 or the Normal Retirement Age specified herein; (b) the tenth (10th) anniversary of the year in which the Participant commenced participation in the Plan; or (c) the date the Participant terminates service with the Employer. The failure of a Participant to request a distribution shall be deemed to be an election to defer the commencement of payment of any benefit until the time otherwise permitted under the Plan.

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6.8 REQUIRED MINIMUM DISTRIBUTIONS

(a) **General rules**

(1) **Effective Date.** Subject to the good faith interpretation standard, the requirements of this Section shall apply to any distribution of a Participant's interest in the Plan and will take precedence over any inconsistent provisions of this Plan.

(2) **Requirements of Treasury Regulations incorporated.** All distributions required under this Section will be determined and made in accordance with the Regulations under Code §401(a)(9) and the minimum distribution incidental benefit requirement of Code §401(a)(9)(G).

(3) **Limits on distribution periods.** As of the first "distribution calendar year," distributions to a Participant may only be made in accordance with the selections made in the Form of Distributions Section of the Adoption Agreement. If such distributions are not made in a single-sum, then they may only be made over one of the following periods: (i) the life of the Participant, (ii) the joint lives of the Participant and a "designated Beneficiary," (iii) a period certain not extending beyond the "life expectancy" of the Participant, or (iv) a period certain not extending beyond the joint life and last survivor expectancy of the Participant and a "designated Beneficiary."

(4) **TEFRA Section 242(b)(2) elections.**

(i) Notwithstanding the other provisions of this Section, other than the Spouse's right of consent afforded under the Plan, distributions may be made on behalf of any Participant, including a five percent (5%) owner, who has made a designation in accordance with Section 242(b)(2) of the Tax Equity and Fiscal Responsibility Act (TEFRA) and in accordance with all of the following requirements (regardless of when such distribution commences):

(A) The distribution by the Plan is one which would not have disqualified such Plan under Code §401(a)(9) as in effect prior to amendment by the Deficit Reduction Act of 1984.

(B) The distribution is in accordance with a method of distribution designated by the Participant whose interest in the Plan is being distributed or, if the Participant is deceased, by a Beneficiary of such Participant.

(C) Such designation was in writing, was signed by the Participant or the Beneficiary, and was made before January 1, 1984.

(D) The Participant had accrued a benefit under the Plan as of December 31, 1983.

(E) The method of distribution designated by the Participant or the Beneficiary specifies the time at which distribution will commence, the period over which distributions will be made, and in the case of any distribution upon the Participant's death, the Beneficiaries of the Participant listed in order of priority.

(ii) A distribution upon death will not be covered by the transitional rule of this Subsection unless the information in the designation contains the required information described above with respect to the distributions to be made upon the death of the Participant.

(iii) For any distribution which commences before January 1, 1984, but continues after December 31, 1983, the Participant, or the Beneficiary, to whom such distribution is being made, will be presumed to have designated the method of distribution under which the distribution is being made if the method of distribution was specified in writing and the distribution satisfies the requirements in (i)(A) and (i)(E) of this Subsection.

(iv) If a designation is revoked, any subsequent distribution must satisfy the requirements of Code §401(a)(9) and the Regulations thereunder. If a designation is revoked subsequent to the date distributions are required to begin, the Plan must distribute by the end of the calendar year following the calendar year in which the revocation occurs the total amount not yet distributed which would have been required to have been distributed to satisfy Code §401(a)(9) and the Regulations thereunder, but for the Section 242(b)(2) election. For calendar years beginning after December 31, 1988, such distributions must meet the minimum distribution incidental benefit requirements. Any changes in the designation will be considered to be a revocation of the designation. However, the mere substitution or addition of another Beneficiary (one not named in the designation) under the designation will not be considered to be a revocation of the designation, so long as such substitution or addition does not alter the period over which distributions are to be made under the designation, directly or indirectly (for example, by altering the relevant measuring life).

(v) In the case in which an amount is transferred or rolled over from one plan to another plan, the rules in Regulation §1.401(a)(9)-8, Q&A-14 and Q&A-15, shall apply.

(5) **Good faith interpretation standard.** In applying any provision of this section, the Plan will apply a reasonable good faith interpretation of Code §401(a)(9).

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(b) **Time and manner of distribution**

(1) **Required beginning date.** The Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's "required beginning date."

(2) **Death of Participant before distributions begin.** If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows as elected in the Distributions Upon Death Section of the Adoption Agreement (or if no election is made, then the Beneficiary may elect either the lifetime method or the five-year method):

(i) **Lifetime method (Spouse).** If the Participant's surviving Spouse is the Participant's sole "designated Beneficiary," then, except as otherwise provided herein, distributions to the surviving Spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 70 1/2, if later.

(ii) **Lifetime method (non-Spouse).** If the Participant's surviving Spouse is not the Participant's sole "designated Beneficiary," then, except as provided in Section 6.8(b)(3) below, distributions to the "designated Beneficiary" will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.

(iii) **Five-year method.** If there is no "designated Beneficiary" as of September 30 of the year following the year of the Participant's death or if otherwise elected pursuant to the Adoption Agreement with respect to a "designated Beneficiary," the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(iv) **Death of Spouse.** If the Participant's surviving Spouse is the Participant's sole "designated Beneficiary" and the surviving Spouse dies after the Participant but before distributions to the surviving Spouse begin, this Section 6.8(b)(2), other than Section 6.8(b)(2)(i), will apply as if the surviving Spouse were the Participant.

For purposes of this Section 6.8(b)(2) and Section 6.8(b)(3), unless Section 6.8(b)(2)(iv) applies, distributions are considered to begin on the Participant's "required beginning date." If Section 6.8(b)(2)(iv) applies, distributions are considered to begin on the date distributions are required to begin to the surviving Spouse under Section 6.8(b)(2)(i). If distributions under an annuity purchased from an insurance company irrevocably commence to the Participant before the Participant's "required beginning date" (or to the Participant's surviving Spouse before the date distributions are required to begin to the surviving Spouse under Section 6.8(b)(2)(i)), the date distributions are considered to begin is the date distributions actually commence.

(3) **Forms of distribution.** Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the "required beginning date," as of the first "distribution calendar year" distributions will be made in accordance with Sections 6.8(c) and 6.8(d) and only in a form of distribution provided in Section 6.5 or 6.6, as applicable. If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Code §401(a)(9) and the Regulations thereunder.

(c) **Required minimum distributions during Participant's lifetime**

(1) **Amount of required minimum distribution for each "distribution calendar year."** During the Participant's lifetime, the minimum amount that will be distributed for each "distribution calendar year" is the lesser of the following, as elected in the Form of Distributions Section of the Adoption Agreement:

(i) the quotient obtained by dividing the "Participant's account balance" by the distribution period in the Uniform Lifetime Table set forth in Regulation §1.401(a)(9)-9, using the Participant's age as of the Participant's birthday in the "distribution calendar year"; or

(ii) if the Participant's sole "designated Beneficiary" for the "distribution calendar year" is the Participant's Spouse, the quotient obtained by dividing the "Participant's account balance" by the number in the Joint and Last Survivor Table set forth in Regulation §1.401(a)(9)-9, using the Participant's and Spouse's attained ages as of the Participant's and Spouse's birthdays in the "distribution calendar year."

(2) **Lifetime required minimum distributions continue through year of Participant's death.** Required minimum distributions will be determined under this Section 6.8(c) beginning with the first "distribution calendar year" and up to and including the "distribution calendar year" that includes the Participant's date of death.

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(d) **Required minimum distributions after Participant's death**

(1) **Death on or after date distributions begin.**

(i) **Participant survived by "designated Beneficiary."** If the Participant dies on or after the date distributions begin and there is a "designated Beneficiary," the minimum amount that will be distributed for each "distribution calendar year" after the year of the Participant's death is the quotient obtained by dividing the "Participant's account balance" by the longer of the remaining "life expectancy" of the Participant or the remaining "life expectancy" of the Participant's "designated Beneficiary," determined as follows:

(A) The Participant's remaining "life expectancy" is calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

(B) If the Participant's surviving Spouse is the Participant's sole "designated Beneficiary," the remaining "life expectancy" of the surviving Spouse is calculated for each "distribution calendar year" after the year of the Participant's death using the surviving Spouse's age as of the Spouse's birthday in that year. For "distribution calendar years" after the year of the surviving Spouse's death, the remaining "life expectancy" of the surviving Spouse is calculated using the age of the surviving Spouse as of the Spouse's birthday in the calendar year of the Spouse's death, reduced by one for each subsequent calendar year.

(C) If the Participant's surviving Spouse is not the Participant's sole "designated Beneficiary," the "designated Beneficiary's" remaining "life expectancy" is calculated using the age of the Beneficiary in the year following the year of the Participant's death, reduced by one for each subsequent year.

(ii) **No "designated Beneficiary."** If the Participant dies on or after the date distributions begin and there is no "designated Beneficiary" as of September 30 of the year after the year of the Participant's death, the minimum amount that will be distributed for each "distribution calendar year" after the year of the Participant's death is the quotient obtained by dividing the "Participant's account balance" by the Participant's remaining "life expectancy" calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

(2) **Death before date distributions begin.**

(i) **Participant survived by "designated Beneficiary."** Except as provided in Section 6.8(b)(3), if the Participant dies before the date distributions begin and there is a "designated Beneficiary," the minimum amount that will be distributed for each "distribution calendar year" after the year of the Participant's death is the quotient obtained by dividing the "Participant's account balance" by the remaining "life expectancy" of the Participant's "designated Beneficiary," determined as provided in Section 6.8(d)(1).

(ii) **No "designated Beneficiary."** If the Participant dies before the date distributions begin and there is no "designated Beneficiary" as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(iii) **Death of surviving Spouse before distributions to surviving Spouse are required to begin.** If the Participant dies before the date distributions begin, the Participant's surviving Spouse is the Participant's sole "designated Beneficiary," and the surviving Spouse dies before distributions are required to begin to the surviving Spouse under Section 6.8(b)(2)(i), this Section 6.8(d)(2) will apply as if the surviving Spouse were the Participant.

(e) **Definitions.** For purposes of this Section, the following definitions apply:

(1) "Designated Beneficiary" means the individual who is designated as the Beneficiary under the Plan and is the "designated Beneficiary" under Code §401(a)(9) and Regulation §1.401(a)(9)-4.

(2) "Distribution calendar year" means a calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first "distribution calendar year" is the calendar year immediately preceding the calendar year which contains the Participant's "required beginning date." For distributions beginning after the Participant's death, the first "distribution calendar year" is the calendar year in which distributions are required to begin under Section 6.8(b). The required minimum distribution for the Participant's first "distribution calendar year" will be made on or before the Participant's "required beginning date." The required minimum distribution for other "distribution calendar years," including the required minimum distribution for the "distribution calendar year" in which the Participant's "required beginning date" occurs, will be made on or before December 31 of that "distribution calendar year."

(3) "Life expectancy" means the life expectancy as computed by use of the Single Life Table in Regulation §1.401(a)(9)-9.

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(4) "Participant's account balance" means the Participant's account balance as of the last Valuation Date in the calendar year immediately preceding the "distribution calendar year" (valuation calendar year) increased by the amount of any contributions made and allocated or Forfeitures allocated to the account balance as of the dates in the valuation calendar year after the Valuation Date and decreased by distributions made in the valuation calendar year after the Valuation Date. For this purpose, the Administrator may exclude contributions that are allocated to the account balance as of dates in the valuation calendar year after the Valuation Date, but that are not actually made during the valuation calendar year. The account balance for the valuation calendar year includes any amounts rolled over or transferred to the Plan either in the valuation calendar year or in the "distribution calendar year" if distributed or transferred in the valuation calendar year.

(5) "Required beginning date" means, except as otherwise elected in Appendix A to the Adoption Agreement (Special Effective Dates and Other Permitted Elections), with respect to any Participant, April 1 of the calendar year following the later of the calendar year in which the Participant attains age 70 1/2 or the calendar year in which the Participant retires.

(f) **Waiver of 2009 required distributions**

(1) **Suspension of RMDs unless otherwise elected by Participant.** This paragraph does not apply if the Employer elected options a., b., or c. at the WRERA – RMD Waivers for 2009 Section of the Adoption Agreement. Notwithstanding the provisions of the Plan relating to required minimum distributions under Code §401(a)(9), a Participant or Beneficiary who would have been required to receive required minimum distributions for 2009 but for the enactment of Code §401(a)(9)(H) ("2009 RMDs"), and who would have satisfied that requirement by receiving distributions that are (i) equal to the "2009 RMDs" or (ii) one or more payments in a series of substantially equal distributions (that include the "2009 RMDs") made at least annually and expected to last for the life (or "life expectancy") of the Participant, the joint lives (or joint "life expectancy") of the Participant and the Participant's "designated Beneficiary," or for a period of at least 10 years ("Extended 2009 RMDs"), did not receive those distributions for 2009 unless the Participant or Beneficiary chooses to receive such distributions. Participants and Beneficiaries described in the preceding sentence were given the opportunity to elect to receive the distributions described in the preceding sentence.

(2) **Continuation of RMDs unless otherwise elected by Participant.** This paragraph applies if the Employer elected option b. at the WRERA – RMD Waivers for 2009 Section of the Adoption Agreement. Notwithstanding the provisions of the Plan relating to required minimum distributions under Code §401(a)(9), a Participant or Beneficiary who would have been required to receive required minimum distributions for 2009 but for the enactment of Code §401(a)(9)(H) ("2009 RMDs"), and who would have satisfied that requirement by receiving distributions that are (i) equal to the "2009 RMDs" or (ii) one or more payments in a series of substantially equal distributions (that include the "2009 RMDs") made at least annually and expected to last for the life (or "life expectancy") of the Participant, the joint lives (or joint "life expectancy") of the Participant and the Participant's "designated Beneficiary," or for a period of at least 10 years ("Extended 2009 RMDs"), did not receive those distributions for 2009 unless the Participant or Beneficiary choose not to receive such distributions. Participants and Beneficiaries described in the preceding sentence were given the opportunity to elect to stop receiving the distributions described in the preceding sentence.

(3) **Direct rollovers.** Notwithstanding the provisions of the Plan relating to required minimum distributions under Code §401(a)(9), and solely for purposes of applying the direct rollover provisions of the Plan, certain additional distributions in 2009, as elected by the Employer in the WRERA – RMD Waivers for 2009 Section of the Adoption Agreement, were treated as eligible rollover distributions. If no election was made by the Employer in the Adoption Agreement, then a direct rollover was offered only for distributions that would have been eligible rollover distributions without regard to Code §401(a)(9)(H).

6.9 DISTRIBUTION FOR MINOR OR INCOMPETENT INDIVIDUAL

If, in the opinion of the Administrator, a Participant or Beneficiary entitled to a distribution is not able to care for his her affairs because of a mental condition, a physical condition, or by reason of age, Administrator shall direct the distribution to the Participant's or Beneficiary's guardian, conservator, trustee, custodian (including under a Uniform Transfers or Gifts to Minors Act) or to his or her attorney-in-fact or to other legal representative, upon furnishing evidence of such status satisfactory to the Administrator. The Administrator and the Trustee (or Insurer) do not have any liability with respect to payments so made and neither the Administrator nor the Trustee (or Insurer) has any duty to make inquiry as to the competence of any person entitled to receive payments under the Plan.

6.10 LOCATION OF PARTICIPANT OR BENEFICIARY UNKNOWN

In the event that all, or any portion, of the distribution payable to a Participant or Beneficiary hereunder shall, at the later of the Participant's attainment of age 62 or Normal Retirement Age, remain unpaid solely by reason of the inability of the Administrator to ascertain the whereabouts of such Participant or Beneficiary, the amount so distributable may, in the sole discretion of the Administrator, either be treated as a Forfeiture or be paid directly to an individual retirement account described in Code §408(a) or an individual retirement annuity described in Code §408(b). In addition, if the Plan provides for mandatory distributions and the amount to be distributed to a Participant or Beneficiary does not exceed $1,000, then the amount distributable may, in the sole discretion of the Administrator, either be treated as a Forfeiture, or be paid directly to an individual retirement account described in Code §408(a) or an individual retirement annuity described in Code §408(b) at the time it is determined that the whereabouts of the Participant or the Participant's Beneficiary cannot be ascertained. In the event a Participant or Beneficiary is located subsequent to the Forfeiture, such benefit shall be restored, first

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from Forfeitures, if any, and then from an additional Employer contribution if necessary. Upon Plan termination, the portion of the distributable amount that is an "eligible rollover distribution" as defined in Section 6.14(b)(1) may be paid directly to an individual retirement account described in Code §408(a) or an individual retirement annuity described in Code §408(b). However, regardless of the preceding, a benefit that is lost by reason of escheat under applicable state law is not treated as a Forfeiture for purposes of this Section nor as an impermissible forfeiture under the Code.

6.11 IN-SERVICE DISTRIBUTION

If elected in the Adoption Agreement, at such time as the conditions set forth in the Adoption Agreement have been satisfied, then the Administrator, at the election of a Participant who has not severed employment with the Employer, shall direct the distribution of up to the entire Vested amount then credited to the Accounts as elected in the Adoption Agreement maintained on behalf of such Participant. For purposes of this Section, a Participant shall include an Employee who has an Account balance in the Plan. In the event that the Administrator makes such a distribution, the Participant shall continue to be eligible to participate in the Plan on the same basis as any other Employee. Any distribution made pursuant to this Section shall be made in a manner consistent with Section 6.5. Furthermore, if an in-service distribution is permitted from more than one account type, the Administrator may determine any ordering of a Participant's in-service distribution from such accounts.

6.12 ADVANCE DISTRIBUTION FOR HARDSHIP

(a) **Hardship events.** For 401(a) Plans, if elected in the Adoption Agreement, the Administrator, at the election of the Participant, shall direct the distribution to any Participant in any one Plan Year up to the lesser of 100% of the Vested interest of the Accounts selected in the Adoption Agreement, valued as of the last Valuation Date or the amount necessary to satisfy the immediate and heavy financial need of the Participant. For purposes of this Section, a Participant shall include an Employee who has an Account balance in the Plan. Any distribution made pursuant to this Section shall be deemed to be made as of the first day of the Plan Year or, if later, the Valuation Date immediately preceding the date of distribution, and the Account from which the distribution is made shall be reduced accordingly. Withdrawal under this Section shall be authorized only if the distribution is for an immediate and heavy financial need. The Administrator will determine whether there is an immediate and heavy financial need based on the facts and circumstances. An immediate and heavy financial need includes, but is not limited to, a distribution for one of the following:

(1) Expenses for (or necessary to obtain) medical care (as defined in Code §213(d));

(2) Costs directly related to the purchase (excluding mortgage payments) of a principal residence for the Participant;

(3) Payments for burial or funeral expenses for the Participant's deceased parent, Spouse, children or dependents (as defined in Code §152, and without regard to Code §152(d)(1)(B));

(4) Payment of tuition, related educational fees, and room and board expenses, for up to the next twelve (12) months of post-secondary education for the Participant, the Participant's Spouse, children, or dependents (as defined in Code §152, and without regard to Code §§152(b)(1), (b)(2), and (d)(1)(B));

(5) Payments necessary to prevent the eviction of the Participant from the Participant's principal residence or foreclosure on the mortgage on that residence; or

(6) Expenses for the repair of damage to the Participant's principal residence that would qualify for the casualty deduction under Code §165 (determined without regard to whether the loss exceeds 10% of adjusted gross income).

(b) **Beneficiary-based distribution.** If elected in the Adoption Agreement, then effective as of the date specified in the Adoption Agreement, but no earlier than August 17, 2006, a Participant's hardship event includes an immediate and heavy financial need of the Participant's "primary Beneficiary under the Plan," that would constitute a hardship event if it occurred with respect to the Participant's Spouse or dependent as defined under Code §152 (such hardship events being limited to educational expenses, funeral expenses and certain medical expenses). For purposes of this Section, a Participant's "primary Beneficiary under the Plan" is an individual who is named as a Beneficiary under the Plan (by the Participant or pursuant to Section 6.2(d)) and has an unconditional right to all or a portion of the Participant's Account balance under the Plan upon the Participant's death.

(c) **Other limits and conditions.** If elected in the Adoption Agreement, no distribution shall be made pursuant to this Section from the Participant's Account until such Account has become fully Vested. Furthermore, if a hardship distribution is permitted from more than one Account, the Administrator may determine any ordering of a Participant's hardship distribution from such Accounts.

(d) **Distribution rules apply.** Any distribution made pursuant to this Section shall be made in a manner which is consistent with and satisfies the provisions of Section 6.5.

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6.13 QUALIFIED DOMESTIC RELATIONS ORDER DISTRIBUTION

All benefits provided to a Participant in this Plan shall be subject to the rights afforded to any Alternate Payee under a "qualified domestic relations order." Furthermore, unless otherwise elected in Appendix A to the Adoption Agreement (Special Effective Dates and Other Permitted Elections) a distribution to an Alternate Payee shall be permitted if such distribution is authorized by a "qualified domestic relations order," even if the affected Participant has not reached the "earliest retirement age." For the purposes of this Section, "qualified domestic relations order" and "earliest retirement age" shall have the meanings set forth under Code §414(p). For purposes of this Section, however, a distribution that is made pursuant to a domestic relations order which meets the requirements of Code §414(p)(1)(A)(i) will be treated as being made pursuant to a "qualified domestic relations order."

Effective as of April 6, 2007, a domestic relations order that otherwise satisfies the requirements for a "qualified domestic relations order" will not fail to be a "qualified domestic relations order": (i) solely because the order is issued after, or revises, another domestic relations order or "qualified domestic relations order"; or (ii) solely because of the time at which the order is issued, including issuance after the Annuity Starting Date or after the Participant's death.

6.14 DIRECT ROLLOVERS

(a) **Right to direct rollover.** Notwithstanding any provision of the Plan to the contrary that would otherwise limit a "distributee's" election under this Section, a "distributee" may elect, at the time and in the manner prescribed by the Administrator, to have an "eligible rollover distribution" paid directly to an "eligible retirement plan" specified by the "distributee" in a "direct rollover." However, if less than the entire amount of the "eligible rollover distribution" is being paid directly to an "eligible retirement plan," then the Administrator may require that the amount paid directly to such plan be at least $500.

(b) **Definitions.** For purposes of this Section, the following definitions shall apply:

(1) **Eligible rollover distribution.** An "eligible rollover distribution" means any distribution described in Code §402(c)(4) and generally includes any distribution of all or any portion of the balance to the credit of the "distributee," except that an "eligible rollover distribution" does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the "distributee" or the joint lives (or joint life expectancies) of the "distributee" and the "distributee's" "designated Beneficiary," or for a specified period of ten (10) years or more; any distribution to the extent such distribution is required under Code §401(a)(9); any hardship distribution; the portion of any other distribution(s) that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities); and any other distribution reasonably expected to total less than $200 during a year. For purposes of the $200 rule, a distribution from a designated Roth account and a distribution from other accounts under the Plan may be treated as made under separate plans. In addition, Section 6.8(f)(2) applies with respect to distributions made in 2009.

Notwithstanding the above, a portion of a distribution shall not fail to be an "eligible rollover distribution" merely because the portion consists of after-tax voluntary Employee contributions which are not includible in gross income. However, such portion may be transferred only to:

(i) a traditional individual retirement account or annuity described in Code §408(a) or (b) (a "traditional IRA")

(ii) for taxable years beginning after December 31, 2006, a Roth individual account or annuity described in Code §408A (a "Roth IRA"), or

(iii) a qualified defined contribution plan or an annuity contract described in Code §401(a) or Code §403(b), respectively, that agrees to separately account for amounts so transferred (and earnings thereon), including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

(2) **Eligible retirement plan.** An "eligible retirement plan" is a "traditional IRA," for distributions made after December 31, 2007, a "Roth IRA," a qualified trust (an employees' trust) described in Code §401(a) which is exempt from tax under Code §501(a), an annuity plan described in Code §403(a), an eligible plan under Code §457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision and which agrees to separately account for amounts transferred into such plan from this Plan, and an annuity contract described in Code §403(b), that accepts the "distributee's" "eligible rollover distribution." The definition of "eligible retirement plan" shall also apply in the case of a distribution to a surviving Spouse, or to a Spouse or former Spouse who is an Alternate Payee. If any portion of an "eligible rollover distribution" is attributable to payments or distributions from a designated Roth account, an "eligible retirement plan" with respect to such portion shall include only another designated Roth account of the individual from whose account the payments or distributions were made, or a Roth IRA of such individual. In the case of a "distributee" who is a non-Spouse designated Beneficiary, (i) the "direct rollover" may be made only to a traditional or Roth individual retirement account or an annuity described in Code §408(b) ("IRA") that is established on behalf of the designated non-Spouse Beneficiary and that will be treated as an inherited IRA pursuant to the provisions of Code §402(c)(11), and (ii) the

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determination of any required minimum distribution required under Code §401(a)(9) that is ineligible for rollover shall be made in accordance with IRS Notice 2007-7, Q&A 17 and 18.

(3) **Distributee.** A "distributee" includes an Employee or Former Employee. In addition, the Employee's or Former Employee's surviving Spouse and the Employee's or Former Employee's Spouse or former Spouse who is the Alternate Payee, are "distributees" with regard to the interest of the Spouse or former Spouse.

(4) **Direct rollover.** A "direct rollover" is a payment by the Plan to the "eligible retirement plan" specified by the "distributee."

(c) **Participant notice.** A Participant entitled to an "eligible rollover distribution" must receive a written explanation of the right to a "direct rollover," the tax consequences of not making a "direct rollover," and, if applicable, any available special income tax elections. The notice must be provided no less than thirty (30) days and no more than one-hundred eighty (180) (ninety (90) for Plan Years beginning before January 1, 2007) days before the Annuity Starting Date. The "direct rollover" notice must be provided to all Participants, unless the total amount the Participant will receive as a distribution during the calendar year is expected to be less than $200.

(d) **Non-Spouse Beneficiary rollover right.** For distributions after December 31, 2009, and unless otherwise elected in the Adoption Agreement, for distributions after December 31, 2006, a non-Spouse Beneficiary who is a "designated Beneficiary" under Code §401(a)(9)(E) and the Regulations thereunder, by a direct trustee-to-trustee transfer ("direct rollover"), may roll over all or any portion an "eligible rollover distribution" to an IRA the Beneficiary establishes for purposes of receiving the distribution.

(1) **Certain requirements not applicable.** Any distribution made prior to January 1, 2010 is not subject to the "direct rollover" requirements of Code §401(a)(31) (including Code §401(a)(31)(B), the notice requirements of Code §402(f) or the mandatory withholding requirements of Code §3405(c)).

(2) **Trust Beneficiary.** If the Participant's named Beneficiary is a trust, the Plan may make a direct rollover to an IRA on behalf of the trust, provided the trust satisfies the requirements to be a "designated Beneficiary."

6.15 RESTRICTIONS ON DISTRIBUTION OF ASSETS TRANSFERRED FROM A MONEY PURCHASE PLAN

Notwithstanding any provision of this Plan to the contrary, to the extent that any optional form of benefit under this Plan permits a distribution prior to the Employee's retirement, death, Total and Permanent Disability, or severance from employment, and prior to Plan termination, the optional form of benefit is not available with respect to benefits attributable to assets (including the post-transfer earnings thereon) and liabilities that are transferred, within the meaning of Code §414(l), to this Plan from a money purchase pension plan qualified under Code §401(a) (other than any portion of those assets and liabilities attributable to after-tax voluntary Employee contributions or to a direct or indirect rollover contribution). Notwithstanding anything in the Plan to the contrary, effective with respect to Plan Years beginning after June 30, 2008, a Participant may not obtain an in-service distribution with respect to such transferred amounts prior to the earlier of the Participant's Normal Retirement Age or attainment of age 62.

6.16 CORRECTIVE DISTRIBUTIONS

Nothing in this Article shall preclude the Administrator from making a distribution to a Participant, to the extent such distribution is made to correct a qualification defect in accordance with the corrective procedures under the IRS' Employee Plans Compliance Resolution System or any other voluntary compliance programs established by the IRS.

6.17 HEART ACT

(a) **Death benefits.** In the case of a death occurring on or after January 1, 2007, if a Participant dies while performing qualified military service (as defined in Code §414(u)), the Participant's Beneficiary is entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under the Plan as if the Participant had resumed employment and then terminated employment on account of death. Moreover, the Plan will credit the Participant's qualified military service as service for vesting purposes, as though the Participant had resumed employment under Uniformed Services Employment and Reemployment Rights Act of 1994, as amended (USERRA) immediately prior to the Participant's death.

(b) **Military Differential Pay.** For years beginning after December 31, 2008: (1) an individual receiving Military Differential Pay is treated as an Employee of the Employer making the payment; (2) the Military Differential Pay is treated as 415 Compensation (and Compensation unless otherwise elected in the Adoption Agreement); and (3) the Plan is not treated as failing to meet the requirements of any provision described in Code §414(u)(1)(C) (or corresponding Plan provisions) by reason of any contribution or benefit which is based on the Military Differential Pay. The Administrator operationally may determine, for purposes of the provisions described in Code §414(u)(1)(C), whether to take into account any matching contributions, attributable to Military Differential Pay.

(c) **Deemed Severance.** Notwithstanding Subsection (b)(1) above, if elected in the Adoption Agreement, a Participant performs service in the uniformed services (as defined in Code §414(u)(12)(B)) on active duty for a period of more than 30 days, the

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Participant will be deemed to have a severance from employment solely for purposes of eligibility for distribution of amounts not attributable to Employer contributions to a money purchase pension plan. However, the Plan will not distribute such a Participant's Account on account of this deemed severance unless the Participant specifically elects to receive a benefit distribution hereunder.

6.18 SERVICE CREDIT

The Administrator, upon Participant request, may direct the transfer of all or a portion of the Participant's Account to a governmental defined benefit plan (as defined in Code §414(d)) in which he or she participates for the purchase of permissive service credit (as defined in Code §415(n)(3)(A)).

ARTICLE VII
TRUSTEE AND CUSTODIAN

7.1 BASIC RESPONSIBILITIES OF THE TRUSTEE

(a) **Application of Article.** The provisions of this Article, other than Section 7.6, shall not apply to this Plan if a separate trust agreement is being used. Furthermore, the provisions of this Article, other than Sections 7.5 and 7.6, shall not apply if the Plan is fully insured. If the Employer has appointed two or more Trustees to hold Plan assets, then each Trustee shall be the Trustee only with respect to those Plan assets specifically deposited by the Employer in the Trust Fund for which such Trustee is the trustee. References in the Plan to the responsibilities, power or duties of the Trustee and any other provisions in the Plan relating to the Trustee shall be interpreted as applying to each Trustee only with respect to the assets of the Trust Fund for which such Trustee is the Trustee. Each Trustee shall have no responsibility for, or liability with respect to, any of the Plan assets other than the assets for which it serves as Trustee.

(b) **No Duty to collect contributions.** The Trustee is accountable to the Employer for the funds contributed to the Plan by the Employer, but the Trustee does not have any duty to see that the contributions received comply or are deposited in accordance with the provisions of the Plan.

(c) **Reliance on Administrator's directions.** The Trustee will credit and distribute the Trust Fund as directed by the Administrator. The Trustee is not obligated to inquire as to whether any payee or distributee is entitled to any payment or whether the distribution is proper or within the terms of the Plan, or whether the manner of making any payment or distribution is proper. The Trustee is accountable only to the Administrator for any payment or distribution made by it in good faith on the order or direction of the Administrator.

(d) **Directions by others.** In the event that the Trustee shall be directed by a Participant (pursuant to the Participant Direction Procedures if the Plan permits Participant directed investments), the Employer, or an Investment Manager or other agent appointed by the Employer with respect to the investment of any or all Plan assets, the Trustee shall have no liability with respect to the investment of such assets, but shall be responsible only to execute such investment instructions as so directed.

(1) The Trustee shall be entitled to rely fully on the written (or other form acceptable to the Administrator and the Trustee, including but not limited to, voice recorded) instructions of a Participant (pursuant to the Participant Direction Procedures), the Employer, or any fiduciary or nonfiduciary agent of the Employer, in the discharge of such duties, and shall not be liable for any loss or other liability resulting from such direction (or lack of direction) of the investment of any part of the Plan assets.

(2) The Trustee may delegate the duty of executing such instructions to any nonfiduciary agent, which may be an affiliate of the Trustee or any Plan representative.

(3) The Trustee may refuse to comply with any direction from the Participant in the event the Trustee, in its sole and absolute discretion, deems such direction improper by virtue of applicable law. The Trustee shall not be responsible or liable for any loss or expense that may result from the Trustee's refusal or failure to comply with any direction from the Participant.

(4) Any costs and expenses related to compliance with the Participant's directions shall be borne by the Participant's Directed Account, unless paid by the Employer.

(5) Notwithstanding anything herein above to the contrary, the Trustee shall not invest any portion of a Participant's Directed Account in "collectibles" within the meaning of Code §408(m).

(e) **Records.** The Trustee will maintain records of receipts and disbursements and furnish to the Employer and/or Administrator for each Plan Year a written annual report pursuant to Section 7.9.

(f) **Employment of bank or trust company.** The Trustee may employ a bank or trust company pursuant to the terms of its usual and customary bank agency agreement, under which the duties of such bank or trust company shall be of a custodial, clerical and record-keeping nature.

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(g) **Payment of expenses.** The Trustee may employ and pay from the Trust Fund reasonable compensation to agents, attorneys, accountants and other persons to advise the Trustee as in its opinion may be necessary. The Trustee may delegate to any agent, attorney, accountant or other person selected by it any non-Trustee power or duty vested in it by the Plan, and the Trustee may act or refrain from acting on the advice or opinion of any such person.

7.2 INVESTMENT POWERS AND DUTIES OF DISCRETIONARY TRUSTEE

(a) **Discretionary authority.** This Section applies if the Employer, in the Adoption Agreement or as otherwise agreed upon by the Employer and the Trustee, designates the Trustee to administer all or a portion of the trust as a Discretionary Trustee. If so designated, then the Trustee has the discretion and authority to invest, manage, and control those Plan assets except, however, with respect to those assets which are subject to the investment direction of a Participant (if Participant directed investments are permitted), or an Investment Manager, the Administrator, or other agent appointed by the Employer. The exercise of any investment discretion hereunder shall be consistent with the "funding policy and method" determined by the Employer.

(b) **Duties.** The Trustee shall, except as otherwise provided in this Plan, invest and reinvest the Trust Fund to keep the Trust Fund invested without distinction between principal and income and in such securities or property, real or personal, wherever situated, as the Trustee shall deem advisable, including, but not limited to, common or preferred stocks, open-end or closed-end mutual funds, bonds and other evidences of indebtedness or ownership, and real estate or any interest therein. The Trustee shall at all times in making investments of the Trust Fund consider, among other factors, the short and long-term financial needs of the Plan on the basis of information furnished by the Employer. In making such investments, the Trustee shall not be restricted to securities or other property of the character expressly authorized by the applicable law for trust investments; however, the Trustee shall give due regard to any limitations imposed by the Code so that at all times this Plan may qualify as a qualified Plan and Trust. The Trustee shall discharge its duties with respect to the Plan solely in the interest of the Participants and Beneficiaries and with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims.

(c) **Powers.** The Trustee, in addition to all powers and authorities under common law, statutory authority and other provisions of this Plan, shall have the following powers and authorities to be exercised in the Trustee's sole discretion:

(1) To purchase, or subscribe for, any securities or other property and to retain the same. In conjunction with the purchase of securities, margin accounts may be opened and maintained;

(2) To sell, exchange, convey, transfer, grant options to purchase, or otherwise dispose of any securities or other property held by the Trustee, by private contract or at public auction. No person dealing with the Trustee shall be bound to see to the application of the purchase money or to inquire into the validity, expediency, or propriety of any such sale or other disposition, with or without advertisement;

(3) To vote upon any stocks, bonds, or other securities; to give general or special proxies or powers of attorney with or without power of substitution; to exercise any conversion privileges, subscription rights or other options, and to make any payments incidental thereto; to oppose, or to consent to, or otherwise participate in, corporate reorganizations or other changes affecting corporate securities, and to delegate discretionary powers, and to pay any assessments or charges in connection therewith; and generally to exercise any of the powers of an owner with respect to stocks, bonds, securities, or other property;

(4) To cause any securities or other property to be registered in the Trustee's own name, or in the name of a nominee or in a street name provided such securities or other property are held on behalf of the Plan by (i) a bank or trust company, (ii) a broker or dealer registered under the Securities Exchange Act of 1934, or a nominee of such broker or dealer, or (iii) a clearing agency as defined in Section 3(a)(23) of the Securities Exchange Act of 1934;

(5) To invest in a common, collective, or pooled trust fund (the provisions of which are incorporated herein by reference) maintained by any Trustee (or any affiliate of such Trustee) hereunder pursuant to Revenue Ruling 81-100 (as modified by Rev. Rul. 2011-1 or any subsequent guidance), all or such part of the Trust Fund as the Trustee may deem advisable, and the part of the Trust Fund so transferred shall be subject to all the terms and provisions of the common, collective, or pooled trust fund which contemplate the commingling for investment purposes of such trust assets with trust assets of other trusts. The name of the trust fund may be specified in Appendix A to the Adoption Agreement (Special Effective Dates and Other Permitted Elections). The Trustee may withdraw from such common, collective, or pooled trust fund all or such part of the Trust Fund as the Trustee may deem advisable;

(6) To borrow or raise money for the purposes of the Plan in such amount, and upon such terms and conditions, as the Trustee shall deem advisable; and for any sum so borrowed, to issue a promissory note as Trustee, and to secure the repayment thereof by pledging all, or any part, of the Trust Fund; and no person lending money to the Trustee shall be bound to see to the application of the money lent or to inquire into the validity, expediency, or propriety of any borrowing;

(7) To accept and retain for such time as it may deem advisable any securities or other property received or acquired by it as Trustee hereunder, whether or not such securities or other property would normally be purchased as investments hereunder;

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(8) To make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;

(9) To settle, compromise, or submit to arbitration (provided such arbitration does not apply to qualification issues nor to Participants or Beneficiaries) any claims, debts, or damages due or owing to or from the Plan, to commence or defend suits or legal or administrative proceedings, and to represent the Plan in all suits and legal and administrative proceedings;

(10) To employ suitable agents and counsel and to pay their reasonable expenses and compensation, and such agents or counsel may or may not be an agent or counsel for the Employer;

(11) To apply for and procure from the Insurer as an investment of the Trust Fund any annuity or other Contracts (on the life of any Participant, or in the case of a 401(a) Plan, on the life of any person in whom a Participant has an insurable interest, or on the joint lives of a Participant and any person in whom the Participant has an insurable interest) as the Administrator shall deem proper; to exercise, at any time or from time to time, whatever rights and privileges may be granted under such annuity, or other Contracts; to collect, receive, and settle for the proceeds of all such annuity, or other Contracts as and when entitled to do so under the provisions thereof;

(12) To invest funds of the Trust in time deposits or savings accounts bearing a reasonable rate of interest or in cash or cash balances without liability for interest thereon, including the specific authority to invest in any type of deposit of the Trustee (or of a financial institution related to the Trustee);

(13) To invest in Treasury Bills and other forms of United States government obligations;

(14) To sell, purchase and acquire put or call options if the options are traded on and purchased through a national securities exchange registered under the Securities Exchange Act of 1934, as amended, or, if the options are not traded on a national securities exchange, are guaranteed by a member firm of the New York Stock Exchange regardless of whether such options are covered;

(15) To deposit monies in federally insured savings accounts or certificates of deposit in banks or savings and loan associations including the specific authority to make deposit into any savings accounts or certificates of deposit of the Trustee (or a financial institution related to the Trustee);

(16) To pool all or any of the Trust Fund, from time to time, with assets belonging to any other qualified employee pension benefit trust created by the Employer or any Affiliated Employer, and to commingle such assets and make joint or common investments and carry joint accounts on behalf of this Plan and Trust and such other trust or trusts, allocating undivided shares or interests in such investments or accounts or any pooled assets of the two or more trusts in accordance with their respective interests; and

(17) To do all such acts and exercise all such rights and privileges, although not specifically mentioned herein, as the Trustee may deem necessary to carry out the purposes of the Plan.

(d) **Appointment of Investment Manager or others.** The Trustee may appoint, at its option, an Investment Manager, investment adviser, or other agent to provide direction to the Trustee with respect to the investment of any or all of the Plan assets. Such appointment shall be in writing and shall specifically identify the Plan assets with respect to which the Investment Manager or other agent shall have the authority to direct the investment.

7.3 INVESTMENT POWERS AND DUTIES OF NONDISCRETIONARY TRUSTEE

(a) **No discretionary powers.** This Section applies if the Employer, in the Adoption Agreement or as otherwise agreed upon by the Employer and the Trustee, designates the Trustee to administer all or a portion of the trust as a nondiscretionary Trustee. If so designated, then the Trustee shall have no discretionary authority to invest, manage, or control those Plan assets, but must act solely as a Directed Trustee of those Plan assets. A nondiscretionary Trustee, as Directed Trustee of the Plan funds it holds, is authorized and empowered, by way of limitation, with the powers, rights and duties set forth herein, each of which the nondiscretionary Trustee exercises solely as Directed Trustee in accordance with the direction of the party which has the authority to manage and control the investment of the Plan assets. If no directions are provided to the Trustee, the Employer will provide necessary direction. Furthermore, the Employer and the nondiscretionary Trustee may, in writing, limit the powers of the nondiscretionary Trustee to any combination of powers listed within this Section. The party which has the authority to manage and control the investment of the Plan assets shall discharge its duties with respect to the Plan solely in the interest of the Participants and Beneficiaries and with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims.

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(b) **Powers.** The Trustee, in addition to all powers and authorities under common law, statutory authority and other provisions of this Plan, shall have the following powers and authorities:

(1) To invest the assets, without distinction between principal and income, in securities or property, real or personal, wherever situated, including, but not limited to, common or preferred stocks, open-end or closed-end mutual funds, bonds and other evidences of indebtedness or ownership, and real estate or any interest therein. In making such investments, the Trustee shall not be restricted to securities or other property of the character expressly authorized by the applicable law for trust investments; however, the Trustee shall give due regard to any limitations imposed by the Code so that at all times this Plan may qualify as a qualified Plan and Trust;

(2) To purchase, or subscribe for, any securities or other property and to retain the same. In conjunction with the purchase of securities, margin accounts may be opened and maintained;

(3) To sell, exchange, convey, transfer, grant options to purchase, or otherwise dispose of any securities or other property held by the Trustee, by private contract or at public auction. No person dealing with the Trustee shall be bound to see to the application of the purchase money or to inquire into the validity, expediency, or propriety of any such sale or other disposition, with or without advertisement;

(4) At the direction of the party which has the authority or discretion, to vote upon any stocks, bonds, or other securities; to give general or special proxies or powers of attorney with or without power of substitution; to exercise any conversion privileges, subscription rights or other options, and to make any payments incidental thereto; to oppose, or to consent to, or otherwise participate in, corporate reorganizations or other changes affecting corporate securities, and to delegate powers, and pay any assessments or charges in connection therewith; and generally to exercise any of the powers of an owner with respect to stocks, bonds, securities, or other property;

(5) To cause any securities or other property to be registered in the Trustee's own name, or in the name of a nominee or in a street name provided such securities or other property are held on behalf of the Plan by (i) a bank or trust company, (ii) a broker or dealer registered under the Securities Exchange Act of 1934, or a nominee of such broker or dealer, or (iii) a clearing agency as defined in Section 3(a)(23) of the Securities Exchange Act of 1934;

(6) To invest in a common, collective, or pooled trust fund (the provisions of which are incorporated herein by reference) maintained by any Trustee (or any affiliate of such Trustee) hereunder pursuant to Revenue Ruling 81-100 (as modified by Rev. Rul. 2011-1 or any subsequent guidance), all or such part of the Trust Fund as the party which has the authority to manage and control the investment of the assets shall deem advisable, and the part of the Trust Fund so transferred shall be subject to all the terms and provisions of the common, collective, or pooled trust fund which contemplate the commingling for investment purposes of such trust assets with trust assets of other trusts. The name of the trust fund may be specified in Appendix A to the Adoption Agreement (Special Effective Dates and Other Permitted Elections);

(7) To borrow or raise money for the purposes of the Plan in such amount, and upon such terms and conditions, as the Trustee shall deem advisable; and for any sum so borrowed, to issue a promissory note as Trustee, and to secure the repayment thereof by pledging all, or any part, of the Trust Fund; and no person lending money to the Trustee shall be bound to see to the application of the money lent or to inquire into the validity, expediency, or propriety of any borrowing;

(8) To make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;

(9) To settle, compromise, or submit to arbitration (provided such arbitration does not apply to qualification issues nor to Participants or Beneficiaries) any claims, debts, or damages due or owing to or from the Plan, to commence or defend suits or legal or administrative proceedings, and to represent the Plan in all suits and legal and administrative proceedings;

(10) To employ suitable agents and counsel and to pay their reasonable expenses and compensation, and such agent or counsel may or may not be an agent or counsel for the Employer;

(11) To apply for and procure from the Insurer as an investment of the Trust Fund any annuity or other Contracts (on the life of any Participant, or in the case of a 401(a) Plan, on the life of any person in whom a Participant has an insurable interest, or on the joint lives of a Participant and any person in whom the Participant has an insurable interest) as the Administrator shall deem proper; to exercise, at the direction of the person with the authority to do so, whatever rights and privileges may be granted under such annuity or other Contracts; to collect, receive, and settle for the proceeds of all such annuity or other Contracts as and when entitled to do so under the provisions thereof;

(12) To invest funds of the Trust in time deposits or savings accounts bearing a reasonable rate of interest or in cash or cash balances without liability for interest thereon, including the specific authority to invest in any type of deposit of the Trustee (or of a financial institution related to the Trustee);

(13) To invest in Treasury Bills and other forms of United States government obligations;

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(14) To sell, purchase and acquire put or call options if the options are traded on and purchased through a national securities exchange registered under the Securities Exchange Act of 1934, as amended, or, if the options are not traded on a national securities exchange, are guaranteed by a member firm of the New York Stock Exchange regardless of whether such options are covered;

(15) To deposit monies in federally insured savings accounts or certificates of deposit in banks or savings and loan associations including the specific authority to make deposit into any savings accounts or certificates of deposit of the Trustee (or a financial institution related to the Trustee); and

(16) To pool all or any of the Trust Fund, from time to time, with assets belonging to any other qualified employee pension benefit trust created by the Employer or any Affiliated Employer, and to commingle such assets and make joint or common investments and carry joint accounts on behalf of this Plan and such other trust or trusts, allocating undivided shares or interests in such investments or accounts or any pooled assets of the two or more trusts in accordance with their respective interests.

(c) The Trustee shall have no responsibility to enforce the collection from the Employer of any contribution to the Plan or determine the correctness of the amount or timing any contribution. The Employer is responsible for transmitting contributions to the Trustee at such times and in such manner as is mutually agreed upon by the Employer and the Trustee and as required by the Plan and applicable law.

7.4 POWERS AND DUTIES OF CUSTODIAN

The Employer may appoint a Custodian of the Plan assets. A Custodian has the same powers, rights and duties as a nondiscretionary Trustee. Any reference in the Plan to a Trustee also is a reference to a Custodian unless the context of the Plan indicates otherwise. A limitation of the Trustee's liability by Plan provision also acts as a limitation of the Custodian's liability. The Custodian will be protected from any liability with respect to actions taken pursuant to the direction of the Trustee, Administrator, the Employer, an Investment Manager, a fiduciary or other third party with authority to provide direction to the Custodian. The resignation or removal of the Custodian shall be made in accordance with Section 7.11 as though the Custodian were a Trustee.

7.5 LIFE INSURANCE

(a) **Permitted insurance.** The Trustee (or Insurer), in accordance with operational procedures of the Administrator, shall ratably apply for, own, and pay all premiums on Contracts on the lives of the Participants or, in the case of a 401(a) Plan, on the life of a member of the Participant's family or on the joint lives of a Participant and a member of the Participant's family. Furthermore, if a Contract is purchased on the joint lives of the Participant and another person and such other person predeceases the Participant, then the Contract may not be maintained under this Plan. Any initial or additional Contract purchased on behalf of a Participant shall have a face amount of not less than $1,000, an amount set forth in the Administrator's procedures, or the limitation of the Insurer, whichever is greater. If a life insurance Contract is to be purchased for a Participant, then the aggregate premium for ordinary life insurance for each Participant must be less than 50% of the aggregate contributions and Forfeitures allocated to the Participant's Combined Account. For purposes of this limitation, ordinary life insurance Contracts are Contracts with both non-decreasing death benefits and non-increasing premiums. If term insurance or universal life insurance is purchased, then the aggregate premium must be 25% or less of the aggregate contributions and Forfeitures allocated to the Participant's Combined Account. If both term insurance and ordinary life insurance are purchased, then the premium for term insurance plus one-half of the premium for ordinary life insurance may not in the aggregate exceed 25% of the aggregate Employer contributions and Forfeitures allocated to the Participant's Combined Account. Notwithstanding the preceding, the limitations imposed herein with respect to the purchase of life insurance shall not apply, in the case of a 401(a) Plan, to the portion of the Participant's Account that has accumulated for at least two (2) Plan Years or to the entire Participant's Account if the Participant has been a Participant in the Plan for at least five (5) years. In addition, amounts transferred to this Plan in accordance with Section 4.6(f)(1)(ii) or (iii) and a Participant's Voluntary Contribution Account may be used to purchase Contracts without limitation. Thus, amounts that are not subject to the limitations contained herein may be used to purchase life insurance on any person in whom a Participant has an insurable interest or on the joint lives of a Participant and any person in whom the Participant has an insurable interest, and without regard to the amount of premiums paid to purchase any life insurance hereunder.

(b) **Contract conversion at retirement.** The Trustee (or Insurer) must distribute any Contracts to the Participant or convert the entire value of the Contracts at or before retirement into cash or provide for a periodic income so that no portion of such value may be used to continue life insurance protection beyond the date on which benefits commence.

(c) **Limitations on purchase.** No life insurance Contracts shall be required to be obtained on an individual's life if, for any reason (other than the nonpayment of premiums) the Insurer will not issue a Contract on such individual's life.

(d) **Proceeds payable to plan.** The Trustee (or Insurer) will be the owner of any life insurance Contract purchased under the terms of this Plan. The Contract must provide that the proceeds will be payable to the Trustee (or Insurer); however, the Trustee (or Insurer) shall be required to pay over all proceeds of the Contract to the Participant's "designated Beneficiary" in accordance with the distribution provisions of Article VI. A Participant's Spouse will be the "designated Beneficiary" pursuant to Section 6.2, unless

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a qualified election has been made in accordance with Sections 6.5 and 6.6 of the Plan, if applicable. Under no circumstances shall the Trust retain any part of the proceeds that are in excess of the cash surrender value immediately prior to death. However, the Trustee (or Insurer) shall not pay the proceeds in a method that would violate the requirements of the Retirement Equity Act of 1984, as stated in Article VI of the Plan, or Code §401(a)(9) and the Regulations thereunder. In the event of any conflict between the terms of this Plan and the terms of any insurance Contract purchased hereunder, the Plan provisions shall control.

(e) **No responsibility for act of Insurer.** The Employer, the Administrator and the Trustee shall not be responsible for the validity of the provisions under a Contract issued hereunder or for the failure or refusal by the Insurer to provide benefits under such Contract. The Employer, Administrator and the Trustee are also not responsible for any action or failure to act by the Insurer or any other person which results in the delay of a payment under the Contract or which renders the Contract invalid or unenforceable in whole or in part.

7.6 LOANS TO PARTICIPANTS

(a) **Permitted Loans.** The Trustee (or the Administrator if the Trustee is a nondiscretionary Trustee or if loans are treated as Participant directed investments) may, in the Trustee's (or, if applicable, the Administrator's) sole discretion, make loans to Participants. If loans are permitted, then the following shall apply: (1) loans shall be made available to all Participants on a reasonably equivalent basis; (2) loans shall bear a reasonable rate of interest; (3) loans shall be adequately secured; and (4) loans shall provide for periodic repayment over a reasonable period of time. Furthermore, no Participant loan shall exceed the Participant's Vested interest in the Plan. For purposes of this Section, the term Participant shall include any Eligible Employee who is not yet a Participant, if, pursuant to the Adoption Agreement, "rollovers" are permitted to be accepted from Eligible Employees.

(b) **Prohibited assignment or pledge.** An assignment or pledge of any portion of a Participant's interest in the Plan and a loan, pledge, or assignment with respect to any insurance Contract purchased under the Plan, shall be treated as a loan under this Section.

(c) **Loan program.** The Administrator shall be authorized to establish a Participant loan program to provide for loans under the Plan. In order for the Administrator to implement such loan program, a separate written document forming a part of this Plan must be adopted, which document shall specifically include, but need not be limited to, the following:

(1) the identity of the person or positions authorized to administer the Participant loan program;

(2) a procedure for applying for loans;

(3) the basis on which loans will be approved or denied;

(4) limitations, if any, on the types and amounts of loans offered;

(5) the procedure under the program for determining a reasonable rate of interest;

(6) the types of collateral which may secure a Participant loan; and

(7) the events constituting default and the steps that will be taken to preserve Plan assets in the event such default.

(d) **Loan default.** Notwithstanding anything in this Plan to the contrary, if a Participant or Beneficiary defaults on a loan made pursuant to this Section that is secured by the Participant's interest in the Plan, then a Participant's interest may be offset by the amount subject to the security to the extent there is a distributable event permitted by the Code or Regulations.

(e) **Loans subject to Plan terms.** Notwithstanding anything in this Section to the contrary, if this is an amendment and restatement of an existing Plan, any loans made prior to the date this amendment and restatement is adopted shall be subject to the terms of the Plan in effect at the time such loan was made.

7.7 ALLOCATION AND DELEGATION OF RESPONSIBILITIES

If there is more than one Trustee, then the responsibilities of each Trustee may be specified by the Employer and accepted in writing by each Trustee. If no such delegation is made by the Employer, then the Trustees may allocate the responsibilities among themselves, in which event the Trustees shall notify the Employer and the Administrator in writing of such action and specify the responsibilities of each Trustee. Except where there has been an allocation and delegation of powers, if there shall be more than one Trustee, they shall act by a majority of their number, but may authorize one or more of them to sign papers on their behalf.

7.8 TRUSTEE'S COMPENSATION AND EXPENSES AND TAXES

The Trustee shall be paid such reasonable compensation as set forth in the Trustee's fee schedule (if the Trustee has such a schedule) or as agreed upon in writing by the Employer and the Trustee. However, an individual serving as Trustee who already receives full-time compensation from the Employer shall not receive compensation from this Plan. In addition, the Trustee shall be reimbursed for any reasonable expenses, including reasonable counsel fees incurred by it as Trustee. Such compensation and expenses shall be paid from

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the Trust Fund unless paid or advanced by the Employer. All taxes of any kind whatsoever that may be levied or assessed under existing or future laws upon, or in respect of, the Trust Fund or the income thereof, shall be paid from the Trust Fund.

7.9 ANNUAL REPORT OF THE TRUSTEE

(a) **Annual report.** Within a reasonable period of time after the later of the Anniversary Date or receipt of the Employer's contribution for each Plan Year, the Trustee, or its agent, shall furnish to the Employer and Administrator a written statement of account with respect to the Plan Year for which such contribution was made setting forth:

(1) the net income, or loss, of the Trust Fund;

(2) the gains, or losses, realized by the Trust Fund upon sales or other disposition of the assets;

(3) the increase, or decrease, in the value of the Trust Fund;

(4) all payments and distributions made from the Trust Fund; and

(5) such further information as the Trustee and/or Administrator deems appropriate.

(b) **Employer approval of report.** The Employer, promptly upon its receipt of each such statement of account, shall acknowledge receipt thereof in writing and advise the Trustee and/or Administrator of its approval or disapproval thereof. Failure by the Employer to disapprove any such statement of account within thirty (30) days after its receipt thereof shall be deemed an approval thereof. The approval by the Employer of any statement of account shall be binding on the Employer and the Trustee as to all matters contained in the statement to the same extent as if the account of the Trustee had been settled by judgment or decree in an action for a judicial settlement of its account in a court of competent jurisdiction in which the Trustee, the Employer and all persons having or claiming an interest in the Plan were parties. However, nothing contained in this Section shall deprive the Trustee of its right to have its accounts judicially settled if the Trustee so desires.

7.10 RESIGNATION, REMOVAL AND SUCCESSION OF TRUSTEE

(a) **Trustee resignation.** Unless otherwise agreed to by both the Trustee and the Employer, a Trustee may resign at any time by delivering to the Employer, at least thirty (30) days before its effective date, a written notice of resignation.

(b) **Trustee removal.** Unless otherwise agreed to by both the Trustee and the Employer, the Employer may remove a Trustee at any time by delivering to the Trustee, at least thirty (30) days before its effective date, a written notice of such Trustee's removal.

(c) **Appointment of successor.** Upon the death, resignation, incapacity, or removal of any Trustee, a successor may be appointed by the Employer; and such successor, upon accepting such appointment in writing and delivering same to the Employer, shall, without further act, become vested with all the powers and responsibilities of the predecessor as if such successor had been originally named as a Trustee herein. Until such a successor is appointed, any remaining Trustee or Trustees shall have full authority to act under the terms of the Plan.

(d) **Appointment of successor prior to removal of predecessor.** The Employer may designate one or more successors prior to the death, resignation, incapacity, or removal of a Trustee. In the event a successor is so designated by the Employer and accepts such designation, the successor shall, without further act, become vested with all the powers and responsibilities of the predecessor as if such successor had been originally named as Trustee herein immediately upon the death, resignation, incapacity, or removal of the predecessor.

(e) **Trustee's statement upon cessation of being Trustee.** Whenever any Trustee hereunder ceases to serve as such, the Trustee shall furnish to the Employer and Administrator a written statement of account with respect to the portion of the Plan Year during which the individual or entity served as Trustee. This statement shall be either (i) included as part of the annual statement of account for the Plan Year required under Section 7.9 or (ii) set forth in a special statement. Any such special statement of account should be rendered to the Employer no later than the due date of the annual statement of account for the Plan Year. The procedures set forth in Section 7.9 for the approval by the Employer of annual statements of account shall apply to any special statement of account rendered hereunder and approval by the Employer of any such special statement in the manner provided in Section 7.9 shall have the same effect upon the statement as the Employer's approval of an annual statement of account. No successor to the Trustee shall have any duty or responsibility to investigate the acts or transactions of any predecessor who has rendered all statements of account required by Section 7.9 and this subparagraph.

7.11 TRANSFER OF INTEREST

Notwithstanding any other provision contained in this Plan, the Trustee at the direction of the Administrator shall transfer the interest, if any, of a Participant to another trust forming part of a pension, profit sharing, or stock bonus plan that meets the requirements of Code §401(a), provided that the trust to which such transfers are made permits the transfer to be made and further provided that the terms of the transferee plan properly allocates the funds in each account to a transferee account that preserves all the required features and

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restrictions applicable to such account under this Plan. However, the transfer of amounts from this Plan to a nonqualified foreign trust is treated as a distribution and the transfer of assets and liabilities from this Plan to a plan that satisfies Section 1165 of the Puerto Rico Code is also treated as distribution from the transferor plan.

7.12 TRUSTEE INDEMNIFICATION

To the extent permitted by the Code, the Employer agrees to indemnify and hold harmless the Trustee against any and all claims, losses, damages, expenses and liabilities the Trustee may incur in the exercise and performance of the Trustee's powers and duties hereunder, unless the same are determined to be due to gross negligence or willful misconduct.

ARTICLE VIII
AMENDMENT, TERMINATION AND MERGERS

8.1 AMENDMENT

(a) **General rule on Employer amendment.** The Employer shall have the right at any time to amend this Plan subject to the limitations of this Section. However, any amendment that affects the rights, duties or responsibilities of the Trustee (or Insurer) or Administrator may only be made with the Trustee's (or Insurer's) or Administrator's written consent. Any such amendment shall become effective as provided therein upon its execution. The Trustee (or Insurer) shall not be required to execute any such amendment unless the amendment affects the duties of the Trustee (or Insurer) hereunder.

(b) **Permissible amendments.** The Employer may (1) change the choice of options in the Adoption Agreement, (2) add any appendix to the Adoption Agreement that is specifically permitted pursuant to the terms of the Plan (e.g., Appendix A to the Adoption Agreement (Special Effective Dates and Other Permitted Elections)); (3) amend administrative trust or custodial provisions, (4) add certain sample or model amendments published by the Internal Revenue Service or other required good-faith amendments which specifically provide that their adoption will not cause the Plan to be treated as an individually designed plan, and (5) add or change provisions permitted under the Plan and/or specify or change the effective date of a provision as permitted under the Plan.

(c) **Volume submitter practitioner amendments.** The Employer (and every Participating Employer) expressly delegates authority to the volume submitter practitioner, the right to amend the Plan by submitting a copy of the amendment to each Employer (and Participating Employer) who has adopted this plan, after first having received a ruling or favorable determination from the Internal Revenue Service that the volume submitter Plan as amended qualifies under Code §401(a) (unless a ruling or determination is not required by the IRS).

(d) **Impermissible amendments.** No amendment to the Plan shall be effective if it authorizes or permits any part of the Trust Fund (other than such part as is required to pay taxes and administration expenses) to be used for or diverted to any purpose other than for the exclusive benefit of the Participants or their Beneficiaries or estates; or causes any reduction in the amount credited to the account of any Participant; or causes or permits any portion of the Trust Fund to revert to or become property of the Employer.

8.2 TERMINATION

(a) **Termination of Plan.** The Employer shall have the right at any time to terminate the Plan by delivering to the Trustee (or Insurer) and Administrator written notice of such termination. Upon any full or partial termination or upon the complete discontinuance of the Employer's Contributions to the Plan (in the case of a Profit Sharing Plan), all amounts credited to the affected Participants' Combined Accounts shall become 100% Vested and shall not thereafter be subject to Forfeiture.

(b) **Distribution of assets.** Upon the full termination of the Plan, the Employer shall direct the distribution of the assets to Participants in a manner that is consistent with and satisfies the provisions of Section 6.5. Distributions to a Participant shall be made in cash (or in property if permitted in the Adoption Agreement) or through the purchase of irrevocable nontransferable deferred commitments from the Insurer.

8.3 MERGER, CONSOLIDATION OR TRANSFER OF ASSETS

This Plan may be merged or consolidated with, or its assets and/or liabilities may be transferred to any other plan only if the benefits which would be received by a Participant of this Plan, in the event of a termination of the plan immediately after such transfer, merger or consolidation, are at least equal to the benefits the Participant would have received if the Plan had terminated immediately before the transfer, merger or consolidation.

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ARTICLE IX
MISCELLANEOUS

9.1 EMPLOYER ADOPTIONS

(a) **Method of adoption.** Any organization may become the Employer hereunder by executing the Adoption Agreement in a form satisfactory to the Trustee (or Insurer), and it shall provide such additional information as the Trustee (or Insurer) may require. The consent of the Trustee (or Insurer) to act as such shall be signified by its execution of the Adoption Agreement or a separate agreement (including, if elected in the Adoption Agreement, a separate trust agreement).

(b) **Separate affiliation.** Except as otherwise provided in this Plan, the affiliation of the Employer and the participation of its Participants shall be separate and apart from that of any other employer and its participants hereunder.

9.2 PARTICIPANT'S RIGHTS

This Plan shall not be deemed to constitute a contract between the Employer and any Participant or to be a consideration or an inducement for the employment of any Participant or Employee. Nothing contained in this Plan shall be deemed to give any Participant or Employee the right to be retained in the service of the Employer or to interfere with the right of the Employer to discharge any Participant or Employee at any time regardless of the effect which such discharge shall have upon the Employee as a Participant of this Plan.

9.3 ALIENATION

(a) **General rule.** Subject to the exceptions provided below and as otherwise permitted by the Code, no benefit which shall be payable to any person (including a Participant or the Participant's Beneficiary) shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, or charge, and any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber, or charge the same shall be void; and no such benefit shall in any manner be liable for, or subject to, the debts, contracts, liabilities, engagements, or torts of any such person, nor shall it be subject to attachment or legal process for or against such person, and the same shall not be recognized except to such extent as may be required by law.

(b) **Exception for loans.** Subsection (a) shall not apply to the extent a Participant or Beneficiary is indebted to the Plan by reason of a loan made pursuant to Section 7.6. At the time a distribution is to be made to or for a Participant's or Beneficiary's benefit, such portion of the amount to be distributed as shall equal such indebtedness shall be paid to the Plan, to apply against or discharge such indebtedness. Prior to making a payment, however, the Participant or Beneficiary must be given notice by the Administrator that such indebtedness is to be so paid in whole or part from the Participant's interest in the Plan. If the Participant or Beneficiary does not agree that the indebtedness is a valid claim against the Participant's interest in the Plan, the Participant or Beneficiary shall be entitled to a review of the validity of the claim in accordance with procedures provided in Section 2.10.

(c) **Exception for QDRO.** Subsection (a) shall not apply to a "qualified domestic relations order" defined in Code §414(p), and those other domestic relations orders permitted to be so treated by the Administrator under the provisions of the Retirement Equity Act of 1984.

9.4 PLAN COMMUNICATIONS, INTERPRETATION AND CONSTRUCTION

(a) **Applicable law.** This Plan and Trust shall be construed and enforced according to the Code, and the laws of the state or commonwealth in which the Employer's (or if there is a corporate Trustee, the Trustee's, or if the Plan is fully insured, the Insurer's) principal office is located (unless otherwise designated in Appendix A to the Adoption Agreement (Special Effective Dates and Other Permitted Elections), other than its laws respecting choice of law, to the extent not pre-empted by federal law.

(b) **Administrator's discretion.** The Administrator has total and complete discretion to interpret and construe the Plan and to determine all questions arising in the administration, interpretation and application of the Plan. Any determination the Administrator makes under the Plan is final and binding upon any affected person. The Administrator must exercise all of its Plan powers and discretion, and perform all of its duties in a uniform manner.

(c) **Communications.** All Participant or Beneficiary notices, designations, elections, consents or waivers must be made in a form the Administrator (or, as applicable, the Trustee or Insurer) specifies or otherwise approves. Any person entitled to notice under the Plan may waive the notice or shorten the notice period unless such actions are contrary to applicable law.

(d) **Evidence.** Anyone, including the Employer, required to give data, statements or other information relevant under the terms of the Plan ("evidence") may do so by certificate, affidavit, document or other form which the person to act in reliance may consider pertinent, reliable and genuine, and to have been signed, made or presented by the proper party or parties. The Administrator, Trustee and Insurer are protected fully in acting and relying upon any evidence described under the immediately preceding sentence.

(e) **Plan terms binding.** The Plan is binding upon all parties, including but not limited to, the Employer, Trustee, Insurer, Administrator, Participants and Beneficiaries.

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(f) **Parties to litigation.** Except as otherwise provided by applicable law, a Participant or a Beneficiary is not a necessary party or required to receive notice of process in any court proceeding involving the Plan, the Trust or any fiduciary. Any final judgment (not subject to further appeal) entered in any such proceeding will be binding upon all parties, including the Employer, the Administrator, Trustee, Insurer, Participants and Beneficiaries.

(g) **Fiduciaries not insurers.** The Trustee, Administrator and the Employer in no way guarantee the Plan assets from loss or depreciation. The Employer does not guarantee the payment of any money which may be or becomes due to any person from the Plan. The liability of the Employer, the Administrator and the Trustee to make any distribution from the Trust at any time and all times is limited to the then available assets of the Trust.

(h) **Construction/severability.** The Plan, the Adoption Agreement, the Trust and all other documents to which they refer, will be interpreted consistent with and to preserve tax qualification of the Plan under Code §401(a) and tax exemption of the Trust under Code §501(a) and also consistent with other applicable law. To the extent permissible under applicable law, any provision which a court (or other entity with binding authority to interpret the Plan) determines to be inconsistent with such construction and interpretation, is deemed severed and is of no force or effect, and the remaining Plan terms will remain in full force and effect.

(i) **Uniformity.** All provisions of this Plan shall be interpreted and applied in a uniform manner.

(j) **Headings.** The headings and subheadings of this Plan have been inserted for convenience of reference and are to be ignored in any construction of the provisions hereof.

9.5 GENDER, NUMBER AND TENSE

Wherever any words are used herein in the masculine, feminine or neuter gender, they shall be construed as though they were also used in another gender in all cases where they would so apply; whenever any words are used herein in the singular or plural form, they shall be construed as though they were also used in the other form in all cases where they would so apply; and whenever any words are used herein in the past or present tense, they shall be construed as though they were also used in the other form in all cases where they would so apply.

9.6 LEGAL ACTION

In the event any claim, suit, or proceeding is brought regarding the Trust and/or Plan established hereunder to which the Trustee (or Insurer), the Employer or the Administrator may be a party, and such claim, suit, or proceeding is resolved in favor of the Trustee (or Insurer), the Employer or the Administrator, they shall be entitled to be reimbursed from the Trust Fund for any and all costs, attorney's fees, and other expenses pertaining thereto incurred by them for which they shall have become liable.

9.7 PROHIBITION AGAINST DIVERSION OF FUNDS

(a) **General rule.** Except as provided below and otherwise specifically permitted by law, it shall be impossible by operation of the Plan or of the Trust, by termination of either, by power of revocation or amendment, by the happening of any contingency, by collateral arrangement or by any other means, for any part of the corpus or income of any Trust Fund maintained pursuant to the Plan or any funds contributed thereto to be used for, or diverted to, purposes other than the exclusive benefit of Participants or their Beneficiaries.

(b) **Mistake of fact.** In the event the Employer shall make a contribution under a mistake of fact, the Employer may demand repayment of such contribution at any time within one (1) year following the time of payment and the Trustee (or Insurer) shall return such amount to the Employer within the one (1) year period. Earnings of the Plan attributable to the contributions may not be returned to the Employer but any losses attributable thereto must reduce the amount so returned.

9.8 EMPLOYER'S AND TRUSTEE'S PROTECTIVE CLAUSE

The Employer, Administrator and Trustee, and their successors, shall not be responsible for the validity of any Contract issued hereunder or for the failure on the part of the Insurer to make payments provided by any such Contract, or for the action of any person which may delay payment or render a Contract null and void or unenforceable in whole or in part.

9.9 INSURER'S PROTECTIVE CLAUSE

Except as otherwise agreed upon in writing between the Employer and the Insurer, an Insurer which issues any Contracts hereunder shall not have any responsibility for the validity of this Plan or for the tax or legal aspects of this Plan. The Insurer shall be protected and held harmless in acting in accordance with any written direction of the Administrator or Trustee, and shall have no duty to see to the application of any funds paid to the Trustee, nor be required to question any actions directed by the Administrator or Trustee. Regardless of any provision of this Plan, the Insurer shall not be required to take or permit any action or allow any benefit or privilege contrary to the terms of any Contract which it issues hereunder, or the rules of the Insurer.

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9.10 RECEIPT AND RELEASE FOR PAYMENTS

Any payment to any Participant, the Participant's legal representative, Beneficiary, or to any guardian or committee appointed for such Participant or Beneficiary in accordance with the provisions of this Plan, shall, to the extent thereof, be in full satisfaction of all claims hereunder against the Trustee (or Insurer) and the Employer.

9.11 ACTION BY THE EMPLOYER

Whenever the Employer under the terms of the Plan is permitted or required to do or perform any act or matter or thing, it shall be done and performed by a person duly authorized by its legally constituted authority.

9.12 APPROVAL BY INTERNAL REVENUE SERVICE

Notwithstanding anything herein to the contrary, if, pursuant to an application for qualification is made by the time prescribed by law or such later date as the Secretary of Treasury may prescribe, the Commissioner of the Internal Revenue Service or the Commissioner's delegate should determine that the Plan does not initially qualify as a tax-exempt plan under Code §§401 and 501, and such determination is not contested, or if contested, is finally upheld, then if the Plan is a new plan, it shall be void ab initio and all amounts contributed to the Plan, by the Employer, less expenses paid, shall be returned within one (1) year and the Plan shall terminate, and the Trustee (or Insurer) shall be discharged from all further obligations. If the disqualification relates to a Plan amendment, then the Plan shall operate as if it had not been amended. If the Employer's Plan fails to attain or retain qualification, such Plan will no longer participate in this volume submitter plan and will be considered an individually designed plan.

9.13 PAYMENT OF BENEFITS

Except as otherwise provided in the Plan, benefits under this Plan shall be paid, subject to Sections 6.11 and 6.12, only upon death, Total and Permanent Disability, normal or early retirement, severance of employment, or termination of the Plan.

9.14 ELECTRONIC MEDIA

The Administrator may use any electronic medium to give or receive any Plan notice, communicate any Plan policy, conduct any written Plan communication, satisfy any Plan filing or other compliance requirement and conduct any other Plan transaction to the extent permissible under applicable law. A Participant or a Participant's Spouse, to the extent authorized by the Administrator, may use any electronic medium to make or provide any Beneficiary designation, election, notice, consent or waiver under the Plan, to the extent permissible under applicable law. Any reference in this Plan to a "form," a "notice," an "election," a "consent," a "waiver," a "designation," a "policy" or to any other Plan-related communication includes an electronic version thereof as permitted under applicable law. Notwithstanding the foregoing, any Participant or Beneficiary notices and consent that are required pursuant to the Code must satisfy Regulation §1.401(a)-21.

9.15 PLAN CORRECTION

The Administrator in conjunction with the Employer may undertake such correction of Plan errors as the Administrator deems necessary, including correction to preserve tax qualification of the Plan under Code §401(a) or to correct a fiduciary breach under state or local law. Without limiting the Administrator's authority under the prior sentence, the Administrator, as it determines to be reasonable and appropriate, may undertake correction of Plan document, operational, demographic and Employer eligibility failures under a method described in the Plan or under the IRS Employee Plans Compliance Resolution System ("EPCRS") or any successor program to EPCRS. Furthermore, the Employer may make corrective contributions pursuant to this Section regardless of whether the Plan otherwise permits such contribution source. In addition, the Plan is authorized to recover benefits from Participants or Beneficiaries that have been improperly distributed.

9.16 NONTRUSTEED PLANS

If the Plan is funded solely with Contracts, then notwithstanding Sections 9.7 and 9.12, no Contract will be purchased under the Plan unless such Contract or a separate definite written agreement between the Employer and the Insurer provides that no value under Contracts providing benefits under the Plan or credits determined by the Insurer (on account of dividends, earnings, or other experience rating credits, or surrender or cancellation credits) with respect to such Contracts may be paid or returned to the Employer or diverted to or used for other than the exclusive benefit of the Participants or their Beneficiaries. However, any contribution made by the Employer because of a mistake of fact must be returned to the Employer within one year of the contribution.

If this Plan is funded by individual Contracts that provide a Participant's benefit under the Plan, such individual Contracts shall constitute the Participant's Account balance. If this Plan is funded by group Contracts, under the group annuity or group insurance Contract, premiums or other consideration received by the Insurer must be allocated to Participants' Accounts under the Plan.

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ARTICLE X
PARTICIPATING EMPLOYERS

10.1 ELECTION TO BECOME A PARTICIPATING EMPLOYER

Notwithstanding anything herein to the contrary, with the consent of the Employer and Trustee (or Insurer), any Employer may adopt the Employer's Plan and all of the provisions hereof, and participate herein and be known as a Participating Employer, by a properly executed document evidencing said intent and will of such Participating Employer (a participation agreement). In the event a Participating Employer is not an Affiliated Employer, then the provisions of Article XII shall apply rather than the provision of this Article XI.

10.2 REQUIREMENTS OF PARTICIPATING EMPLOYERS

(a) **Permissible variations of participation agreement.** The participation agreement must identify the Participating Employer and the covered Employees and provide for the Participating Employer's signature. In addition, in the participation agreement, the Employer shall specify which elections, if any, the Participating Employer can modify, and any restrictions on the modifications. Any such modification shall apply only to the Employees of that Participating Employer. The Participating Employer shall make any such modification by selecting the appropriate option on its participation agreement to the Employer's Adoption Agreement. To the extent that the participation agreement does not permit modification of an election, any attempt by a Participating Employer to modify the election shall have no effect on the Plan and the Participating Employer is bound by the Plan terms as selected by the Employer. If a Participating Employer does not make any permissible participation agreement election modifications, then with regard to any election, the Participating Employer is bound by the Adoption Agreement terms as completed by the "lead Employer."

(b) **Holding and investing assets.** The Trustee (or Insurer) may, but shall not be required to, commingle, hold and invest as one Trust Fund all contributions made by Participating Employers, as well as all increments thereof. However, the assets of the Plan shall, on an ongoing basis, be available to pay benefits to all Participants and Beneficiaries under the Plan without regard to the Employer or Participating Employer who contributed such assets.

(c) **Payment of expenses.** Unless the Employer otherwise directs, any expenses of the Plan which are to be paid by the Employer or borne by the Trust Fund shall be paid by each Participating Employer in the same proportion that the total amount standing to the credit of all Participants employed by such Employer bears to the total standing to the credit of all Participants.

10.3 DESIGNATION OF AGENT

Each Participating Employer shall be deemed to be a part of this Plan; provided, however, that with respect to all of its relations with the Trustee (or Insurer) and Administrator for purposes of this Plan, each Participating Employer shall be deemed to have designated irrevocably the Employer as its agent. Unless the context of the Plan clearly indicates otherwise, the word "Employer" shall be deemed to include each Participating Employer as related to its adoption of the Plan.

10.4 EMPLOYEE TRANSFERS

In the event an Employee is transferred between Participating Employers, accumulated service and eligibility shall be carried with the Employee involved. No such transfer shall effect a severance of employment hereunder, and the Participating Employer to which the Employee is transferred shall thereupon become obligated hereunder with respect to such Employee in the same manner as was the Participating Employer from whom the Employee was transferred.

10.5 PARTICIPATING EMPLOYER'S CONTRIBUTION AND FORFEITURES

Any contribution and/or Forfeiture subject to allocation during each Plan Year shall be determined and allocated separately by each Participating Employer, and shall be allocated only among the Participants eligible to share in the contribution and Forfeiture allocation of the Employer or Participating Employer making the contribution or by which the forfeiting Participant was employed.

On the basis of the information furnished by the Administrator, the Trustee (or Insurer) shall keep separate books and records concerning the affairs of each Participating Employer hereunder and as to the accounts and credits of the Employees of each Participating Employer. The Trustee (or Insurer) may, but need not, register Contracts so as to evidence that a particular Participating Employer is the interested Employer hereunder, but in the event of an Employee transfer from one Participating Employer to another, the employing Employer shall immediately notify the Trustee (or Insurer) thereof.

10.6 AMENDMENT

Any Participating Employer hereby authorizes the Employer to make amendments on its behalf, unless otherwise agreed among all affected parties. If a Participating Employer is not an Affiliated Employer, then amendment of this Plan by the Employer at any time when there shall be a Participating Employer shall, unless otherwise agreed to by the affected parties, only be by the written action of each and every Participating Employer and with the consent of the Trustee (or Insurer) where such consent is necessary in accordance with the terms of this Plan.

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10.7 DISCONTINUANCE OF PARTICIPATION

Any Participating Employer that is an Affiliated Employer shall be permitted to discontinue or revoke its participation in the Plan at any time. At the time of any such discontinuance or revocation, satisfactory evidence thereof and of any applicable conditions imposed shall be delivered to the Trustee (or Insurer). The Trustee (or Insurer) shall thereafter transfer, deliver and assign Contracts and other Trust Fund assets allocable to the Participants of such Participating Employer to such new trustee (or insurer) or custodian as shall have been designated by such Participating Employer, in the event that it has established a separate qualified retirement plan for its employees. If no successor is designated, the Trustee (or Insurer) shall retain such assets for the Employees of said Participating Employer pursuant to the provisions of Article VII hereof. In no such event shall any part of the corpus or income of the Trust Fund as it relates to such Participating Employer be used for or diverted to purposes other than for the exclusive benefit of the Employees of such Participating Employer.

10.8 ADMINISTRATOR'S AUTHORITY

The Administrator shall have authority to make any and all necessary rules or regulations, binding upon all Participating Employers and all Participants, to effectuate the purpose of this Article.

ARTICLE XI
MULTIPLE EMPLOYER PROVISIONS

11.1 ELECTION AND OVERRIDING EFFECT

If a Participating Employer that is not an Affiliated Employer adopts this Plan, then the provisions of this Article XI shall apply to each Participating Employer as of the Effective Date specified in its participation agreement and supersede any contrary provisions in the basic Plan document or the Adoption Agreement. If this Article XI applies, then the Plan shall be a multiple employer plan as described in Code §413(c). In this case, the Employer and each Participating Employer acknowledge that the Plan is a multiple employer plan subject to the rules of Code §413(c) and the Regulations thereunder, which are hereby incorporated by reference, and specific annual reporting requirements.

11.2 DEFINITIONS

The following definitions shall apply to this Article XI and shall supersede any conflicting definitions in the Plan:

(a) **Employee.** "Employee" means any common law employee, Leased Employee or other person the Code treats as an employee of a Participating Employer for purposes of the Participating Employer's qualified plan. Either the Adoption Agreement or a participation agreement to the Adoption Agreement may designate any Employee, or class of Employees, as not eligible to participate in the Plan.

(b) **Lead Employer.** "Lead Employer" means the signatory Employer to the Adoption Agreement execution page, and does not include any Affiliated Employer or Participating Employer. The "lead Employer" has the same meaning as the Employer for purposes of making Plan amendments and other purposes regardless of whether the "lead Employer" is also a Participating Employer under this Article XI.

11.3 PARTICIPATING EMPLOYER ELECTIONS

The participation agreement must identify the Participating Employer and the covered Employees and provide for the Participating Employer's signature. In addition, in the participation agreement, the "lead Employer" shall specify which elections, if any, the Participating Employer can modify, and any restrictions on the modifications. Any such modification shall apply only to the employees of that Participating Employer. The Participating Employer shall make any such modification by selecting the appropriate option on its participation agreement to the "lead Employer's" Adoption Agreement. To the extent that the Adoption Agreement does not permit modification of an election, any attempt by a Participating Employer to modify the election shall have no effect on the Plan and the Participating Employer is bound by the Plan terms as selected by the "lead Employer." If a Participating Employer does not make any permissible participation agreement election modifications, then with regard to any election, the Participating Employer is bound by the Adoption Agreement terms as completed by the "lead Employer."

11.4 TESTING

The Administrator shall apply the Code §415 limitation in Section 4.4 for the Plan as a whole.

11.5 COMPENSATION

(a) **Separate determination.** A Participant's Compensation shall be determined separately for each Participating Employer for purposes of allocations under Article IV.

(b) **Joint status.** For all Plan purposes, including but not limited to determining the Code §415 limits in Section 4.4, Compensation includes all Compensation paid by or for any Participating Employer.

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11.6 SERVICE

An Employee's service includes all Hours of Service and Years of Service with any and all Participating Employers. An Employee who terminates employment with one Participating Employer and immediately commences employment with another Participating Employer has not separated from service or had a severance from employment.

11.7 COOPERATION AND INDEMNIFICATION

(a) **Cooperation.** Each Participating Employer agrees to timely provide all information the Administrator deems necessary to insure the Plan is operated in accordance with the requirements of the Code and will cooperate fully with the "lead Employer," the Plan, the Plan fiduciaries and other proper representatives in maintaining the qualified status of the Plan. Such cooperation will include payment of such amounts into the Plan, to be allocated to employees of the Participating Employer, which are reasonably required to maintain the tax-qualified status of the Plan.

(b) **Indemnity.** Each Participating Employer will indemnify and hold harmless the Administrator, the "lead Employer" and its subsidiaries; officers, directors, shareholders, employees, and agents of the "lead Employer"; the Plan; the Trustees, Participants and Beneficiaries of the Plan, as well as their respective successors and assigns, against any cause of action, loss, liability, damage, cost, or expense of any nature whatsoever (including, but not limited to, attorney's fees and costs, whether or not suit is brought, as well as IRS plan disqualifications, other sanctions or compliance fees and penalties) arising out of or relating to the Participating Employer's noncompliance with any of the Plan's terms or requirements; any intentional or negligent act or omission the Participating Employer commits with regard to the Plan; and any omission or provision of incorrect information with regard to the Plan which causes the Plan to fail to satisfy the requirements of a tax-qualified plan.

11.8 INVOLUNTARY TERMINATION

Unless the "lead Employer" provides otherwise in an addendum hereto, the "lead Employer" shall have the power to terminate the participation of any Participating Employer (hereafter "Terminated Employer") in this Plan. If and when the "lead Employer" wishes to exercise this power, the following shall occur:

(a) **Notice.** The "lead Employer" shall give the "Terminated Employer" a notice of the "lead Employer's" intent to terminate the "Terminated Employer's" status as a Participating Employer of the Plan. The "lead Employer" will provide such notice not less than thirty (30) days prior to the date of termination unless the "lead Employer" determines that the interest of Plan Participants requires earlier termination.

(b) **Spin-off.** The "lead Employer" shall establish a new defined contribution plan, using the provisions of this Plan with any modifications contained in the "Terminated Employer's" participation agreement, as a guide to establish a new defined contribution plan (the "spin-off plan"). The "lead Employer" will direct the Trustee to transfer (in accordance with the rules of Code §414(l) and the provisions of Section 8.3) the Accounts of the Employees of the "Terminated Employer" to the "spin-off plan." The "Terminated Employer" shall be the Employer, Administrator, and sponsor of the "spin-off plan." The Trustee of the "spin-off plan" shall be the person or entity designated by the "Terminated Employer." However, the "lead Employer" shall have the option to designate an appropriate financial institution as Trustee instead if necessary to protect the interest of the Participants. The "lead Employer" shall have the authority to charge the "Terminated Employer" or the Accounts of the Employees of the "Terminated Employer" a reasonable fee to pay the expenses of establishing the "spin-off plan."

(c) **Alternatives.** The "Terminated Employer," in lieu of creation of the "spin-off plan" under (b) above, has the option to elect a transfer alternative in accordance with this Subsection (c).

(1) **Election.** To exercise the option described in this Subsection, the "Terminated Employer" must inform the "lead Employer" of its choice, and must supply any reasonably required documentation as soon as practical. If the "lead Employer" has not received notice of a "Terminated Employer's" exercise of this option within ten (10) days prior to the stated date of termination, the "lead Employer" can choose to disregard the exercise and proceed with the Spin-off.

(2) **Transfer.** If the "Terminated Employer" selects this option, the Administrator shall transfer (in accordance with the rules of Code §414(l) and the provisions of Section 8.3) the Accounts of the Employees of the "Terminated Employer" to a qualified plan the "Terminated Employer" maintains. To exercise this option, the "Terminated Employer" must deliver to the "lead Employer" or Administrator in writing the name and other relevant information of the transferee plan and must provide such assurances that the Administrator shall reasonably require to demonstrate that the transferee plan is a qualified plan.

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(d) **Participants.** The Employees of the "Terminated Employer" shall cease to be eligible to accrue additional benefits under the Plan with respect to Compensation paid by the "Terminated Employer," effective as of the date of termination. To the extent that these Employees have accrued but unpaid contributions as of the date of termination, the "Terminated Employer" shall pay such amounts to the Plan or the "spin-off plan" no later than thirty (30) days after the date of termination, unless the "Terminated Employer" effectively selects the Transfer option under Subsection (c)(2) above.

(e) **Consent.** By its signature on the participation agreement, the "Terminated Employer" specifically consents to the provisions of this Article and agrees to perform its responsibilities with regard to the "spin-off plan," if necessary.

11.9 VOLUNTARY TERMINATION

A Participating Employer (hereafter "withdrawing employer") may voluntarily withdraw from participation in this Plan at any time. If and when a "withdrawing employer" wishes to withdraw, the following shall occur:

(a) **Notice.** The "withdrawing employer" shall inform the "lead Employer" and the Administrator of its intention to withdraw from the Plan. The "withdrawing employer" must give the notice not less than thirty (30) days prior to the effective date of its withdrawal.

(b) **Procedure.** The "withdrawing employer" and the "lead Employer" shall agree upon procedures for the orderly withdrawal of the "withdrawing employer" from the plan. Such procedures may include any of the optional spin-off or transfer options described in Section 11.8.

(c) **Costs.** The "withdrawing employer" shall bear all reasonable costs associated with withdrawal and transfer under this Section.

(d) **Participants.** The Employees of the "withdrawing employer" shall cease to be eligible to accrue additional benefits under the Plan as to Compensation paid by the "withdrawing employer," effective as of the effective date of withdrawal. To the extent that such Employees have accrued but unpaid contributions as of the effective date of withdrawal, the "withdrawing employer" shall contribute such amounts to the Plan or the "spin-off plan" promptly after the effective date of withdrawal, unless the accounts are transferred to a qualified plan the "withdrawing employer" maintains.

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DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
WASHINGTON, D.C. 20224

TAX EXEMPT AND
GOVERNMENT ENTITIES
DIVISION

Plan Description: Volume Submitter Money Purchase Pension Plan
FFN: 31599070009-002 Case: 201201280 EIN: 23-2139612
Letter Serial No: J593662a
Date of Submission: 04/02/2012

FIS BUSINESS SYSTEMS LLC
701 SAN MARCO BOULEVARD #1000
JACKSONVILLE, FL 32207

Contact Person:
Janell Hayes
Telephone Number:
513-263-3602
In Reference To: TEGE:EP:7521
Date: 03/31/2014

Dear Applicant:

In our opinion, the form of the plan identified above is acceptable under section 401 of the Internal Revenue Code for use by employers for the benefit of their employees. This opinion relates only to the acceptability of the form of the plan under the Internal Revenue Code. It is not an opinion of the effect of other Federal or local statutes.

You must furnish a copy of this letter, a copy of the approved plan, and copies of any subsequent amendments to adopting employers if the practitioner is authorized to amend the plan on their behalf, to each employer who adopts this plan. Effective on or after 10/31/2011, interim amendments adopted by the practitioner on behalf of employers must provide the date of adoption by the practitioner.

This letter considers the changes in qualification requirements contained in the 2010 Cumulative List of Notice 2010-90, 2010-52 I.R.B. 909.

Our opinion on the acceptability of the form of the plan is not a ruling or determination as to whether an employer's plan qualifies under Code section 401(a). However, an employer that adopts this plan may rely on this letter with respect to the qualification of its plan under Code section 401(a), as provided for in Rev. Proc. 2011-49, 2011-44 I.R.B. 608, and outlined below. The terms of the plan must be followed in operation.

Except as provided below, our opinion does not apply with respect to the requirements of Code sections 401(a)(4), 401(l), 410(b), and 414(s). Our opinion does not apply for purposes of Code section 401(a)(10)(B) and section 401(a)(16) if an employer ever maintained another qualified plan for one or more employees who are covered by this plan. For this purpose, the employer will not be considered to have maintained another plan merely because the employer has maintained another defined contribution plan(s), provided such other plan(s) has been terminated prior to the effective date of this plan and no annual additions have been credited to the account of any participant under such other plan(s) as of any date within the limitation year of this plan. Also, for this purpose, an employer is considered as maintaining another plan, to the extent that the employer maintains a welfare benefit fund defined in Code section 419(e), which provides postretirement medical benefits allocated to separate accounts for key employees as defined in Code section 419A(d)(3), or an individual medical account as defined in Code section 415(l)(2), which is part of a pension or annuity plan maintained by the employer, or a simplified employee pension plan.

Our opinion does not apply for purposes of the requirement of section 1.401(a)-1(b)(2) of the regulations applicable to a money purchase plan or target benefit plan where the normal retirement age under the employer's plan is lower than age 62.

Letter 4333

This is not a ruling or determination with respect to any language in the plan that reflects Section 3 of the Defense of Marriage Act, Pub. L. 104-199, 110 Stat. 2419 (DOMA) or U.S. v. Windsor, 133 S. Ct. 2675 (2013), which invalidated that section.

This letter is not a ruling with respect to the tax treatment to be accorded contributions which are picked up by the governmental employing unit within the meaning of section 414(h)(2) of the Internal Revenue Code.

Our opinion applies with respect to the requirements of Code section 410(b) if 100 percent of all nonexcludable employees benefit under the plan. Employers that elect a safe harbor allocation formula and a safe harbor compensation definition can also rely on an advisory letter with respect to the nondiscriminatory amounts requirement under section 401(a)(4). If this plan includes a CODA or otherwise provides for contributions subject to sections 401(k) and/or 401(m), the advisory letter can be relied on with respect to the form of the nondiscrimination tests of 401(k)(3) and 401(m)(2) if the employer uses a safe harbor compensation definition. In the case of plans described in section 401(k)(12) or (13) and/or 401(m)(11) or (12), employers may also rely on the advisory letter with respect to whether the form of the plan satisfies the requirements of those sections unless the plan provides for the safe harbor contribution to be made under another plan.

The employer may request a determination (1) as to whether the plan, considered with all related qualified plans and, if appropriate, welfare benefit funds, individual medical benefit accounts, and simplified employee pension plans, satisfies the requirements of Code section 401(a)(16) as to limitations on benefits and contributions in Code section 415 and the requirements of Code section 401(a)(10)(B) as to the top-heavy plan requirements in Code section 416; (2) with respect to whether a money purchase or target benefit plan's normal retirement age which is earlier than age 62 satisfies the requirements of section 401(a)-1(b)(2) of the Income Tax Regulations; (3) that the plan is a multiple employer plan; (4) whether there has been a partial termination; and (5) to comply with published procedures of the Service (e.g. minimum funding waiver request). The employer may request a determination letter by filing an application with Employee Plans Determinations on Form 5307, with regard to item (1) above, and Form 5300, for items (2), (3), (4) and (5), without restating for the Cumulative List in effect when the application is filed.

If you, the volume submitter practitioner, have any questions concerning the IRS processing of this case, please call the above telephone number. This number is only for use of the practitioner. Individual participants and/or adopting employers with questions concerning the plan should contact the volume submitter practitioner. The plan's adoption agreement, if applicable, must include the practitioner's address and telephone number for inquiries by adopting employers.

If you write to the IRS regarding this plan, please provide your telephone number and the most convenient time for us to call in case we need more information. Whether you call or write, please refer to the Letter Serial Number and File Folder Number shown in the heading of this letter.

You should keep this letter as a permanent record. Please notify us if you modify or discontinue sponsorship of this plan.

Sincerely Yours,

Andrew E. Zuckerman
Director, Employee Plans Rulings and Agreements

Letter 4333

Loxahatchee River District

Water Reclamation | Environmental Education | River Restoration

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D. Albrey Arrington, Ph.D., Executive Director

To: Governing Board

From: Kara Fraraccio, Director of Finance and Administration

Date: May 15, 2020

Subject: Capital Asset Policy

District staff relies on our Capital Asset Policy for guidance on the recordkeeping of acquisition, depreciation, and disposition of District capital assets. The last revision to our Capital Asset Policy was approved by the Governing Board in March 2011. The attached draft has revised the policy to follow our new policy format where we have identified the "policies" and removed the "procedures." This policy was also updated to clarify and expand on the requirements of Generally Accepted Accounting Principles (GAAP) and Governmental Standards Board (GASB) Statement Number 34. Two notable changes have been made in this update: (1) changing the depreciation convention from "next year" to a "half year" convention and (2) establish the requirement of identifying and tracking attractive items for inventory purposes.

The following motion is recommended for approval:

> **"THAT THE DISTRICT GOVERNING BOARD ratify and approve the attached Capital Asset Policy and direct the Executive Director to implement the policy with an effective date of May 21, 2020."**

Gordon M. Boggie, Board Member | Dr. Matt H. Rostock, Board Member | Stephen B. Rockoff, Chairman | Harvey M. Silverman, Board Member | James D. Snyder, Board Member

CAPITAL ASSET POLICY

Purpose

The District acquires and uses tangible and intangible capital assets in carrying out its mission and is responsible for the stewardship of and recordkeeping for those assets. This policy has been developed in accordance with Generally Accepted Accounting Principles (GAAP) and Governmental Standards Board (GASB) Statement Number 34, to set forth the parameters for maintaining records on all tangible and intangible capital asset, purchased by, constructed by, or donated to the District.

Policy

It is imperative that the District maintain an accurate record, including location and value, of tangible and intangible capital assets. Assets shall be recorded if they meet or exceed established capitalization thresholds and have a useful life of more than one year. The District capitalizes all tangible assets greater than $5,000 and all intangible assets greater than $50,000. Land is capitalized no matter what the cost. Software, although an intangible asset, will fall under the capitalization threshold for tangible assets. Groups of smaller items that exceed the capitalization threshold in the aggregate may be capitalized if the aggregate cost is material to the financial statements.

Capital assets are reported at historical costs. The cost of a capital asset should include ancillary charges necessary to place the asset into its intended location and condition for use (i.e., freight, installation, surveying fees, closing costs, etc.) In the absence of the historical cost, the asset's estimated cost may be used to value the asset. Costs of extended warranties and/or maintenance agreements, which can be separately identified from the cost of the asset, should not be capitalized. Donated capital assets should be reported at their acquisition value (entry price) at the date of acquisition. Renewal and replacements to an existing capital asset that extend the useful life of the asset, improve its capacity or efficiency, or significantly reduce operating costs should be capitalized if the costs are $5,000 or more. Costs under $5,000 are expensed. Routine repairs that help an asset maintain the original useful life are expensed regardless of cost.

Capital assets should be depreciated over their estimated useful lives unless they are inexhaustible (i.e., land), construction in progress, or considered to have an indefinite useful life. Intangible assets should be considered to have an indefinite useful life if there are no legal, contractual, regulatory, technological, or other factors that limit the useful life of the assets. The District uses straight-line depreciation applying the half year convention method for all capital assets. It is the District's policy that capital assets have no residual value at the end of their useful life. Because

similar capital assets may have different useful lives depending on how and where they are used, useful lives will be determined by past experience, industry guidelines, and professional judgment. Questions about the useful life of a specific asset should be decided upon jointly by qualified personnel and the Director of Finance and Administration. Items that have useful lives of less than one (1) year are not to be capitalized.

An inventory of capital assets shall be conducted annually by physical observation and inquiry. The purpose of the inventory is to verify assets of a moveable nature (i.e., equipment and vehicles). Buildings, building/land improvements, and land are static assets that can be verified easily and will not be purchased or disposed of without the knowledge of the Director of Finance and Administration. A schedule of attractive items with a value or cost less than $5,000 shall be maintained and treated as a capital asset for inventory purposes. Assets no longer owned by or in the possession of the District shall be removed from the capital asset records pursuant to the Disposal of Surplus Assets Policy. To minimize the risk of loss, procedures shall be put in place to maintain adequate segregation of duties between the custody of assets, the authorization to acquire or dispose of assets and the recordkeeping of the assets.

Definitions

List definitions necessary to understand the policy statement (section above).

A. Acquisition Value: price that would be paid to acquire an asset with equivalent service potential in an orderly market transaction at the acquisition date, or the amount at which a liability could be liquidated with the counterparty at the acquisition date.
B. Attractive Items: tangible personal property owned by the District that has a cost less than an established capitalization threshold and that requires special attention to ensure legal compliance, protect public safety, and avoid potential liability, or to compensate for a heightened risk of theft.
C. Capital Asset: land, improvements to land, easements, buildings, building improvements, vehicles, machinery, equipment, works of art and historical treasures, infrastructure, and all other tangible or intangible assets that are used in operations and that have initial useful lives extending beyond a single reporting period.
    a. Intangible Capital Asset: an asset lacking physical substance (e.g., an easement, software), with an initial useful life extending beyond a single reporting period, and with a value exceeding $50,000.
    b. Tangible Capital Asset: an asset with physical substance (e.g., land, equipment), with an initial useful life extending beyond a single reporting period, and with a value exceeding $5,000.
D. Depreciation: the systematic and rational allocation of the cost of a capital asset over its estimated useful life.
E. Easement: An easement is an interest in land owned by another that entitles its holder to a specific limited use or enjoyment (right to use the land). The District has no ownership interest in the property associated with easements across private property, only a right to access the property for the stated use (e.g., sewer lines).

F. Half Year Convention: a depreciation convention where a half year's worth of depreciation will be taken the year the asset is acquired, and a half year's worth of depreciation will be taken in the year the asset is disposed of.
G. Historical Cost: acquisition or procurement cost (i.e., invoice price plus freight and installation charges less discounts). In determining historical cost, the value of property exchanged by the District in satisfaction of a portion of the purchase price of new property shall not be deducted from the full purchase price regardless of any property "traded in" on the new property.
H. Movable Assets: vehicles and equipment that are not part of the supporting structure of a building or lift station and that meet the specific criteria for capital assets.
I. Renewal: to extend the useful life of an asset via improvement or enhancement.
J. Repair: to restore the functionality of an asset by fixing the asset.
K. Replace: to restore the functionality of an existing asset by placement of a new asset with similar or improved performance characteristics.
L. Straight Line Depreciation: depreciation method which divides the capital assets historical cost by the estimated useful life and expensed evenly over the useful life.
M. Useful Life: the expected number of years a capital asset will be in service for its intended purpose.

Relevant Procedures

The following procedures guide staff in the appropriate implementation of this policy:

A. Budget: Division Directors are responsible to identify capital purchases needed in the upcoming fiscal year and submit them for inclusion in the Budget.
B. Rate Study: Division Directors are responsible to identify future capital purchases anticipated to cost more than $100,000 and list them for inclusion in the Rate Study.
C. Capital Asset Recordkeeping Procedures
D. Inventory of Tangible Personal Property Procedures

Relevant Policies

A. Maintenance Policy
B. Disposal of Surplus Assets Policy: under development

Policy Questions

Questions regarding this policy should be directed to the author(s) listed above.

Loxahatchee River District

Water Reclamation | Environmental Education | River Restoration

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D. Albrey Arrington, Ph.D., Executive Director

MEMORANDUM

TO: GOVERNING BOARD
FROM: D. ALBREY ARRINGTON, Ph.D.
DATE: MAY 11, 2020
SUBJECT: MAINTENANCE POLICY

Staff have been working to improve governance of the District. Earlier this year you approved the LRD Rule and Policy Review Schedule. In addition to working on policies scheduled for review, staff have been working to identify and draft 'missing' policies. One such 'missing' policy is a Maintenance Policy. While we invest a significant amount of time, money, and effort in maintaining our assets, we did not have a clear document that articulated our principles of action, i.e., a policy document.

On the pages following this memorandum you will find our new Maintenance Policy. This policy was drafted using our new policy format, which was reviewed by the Governing Board in April. This policy continues our systematic effort to identify and define policies as "a principle of action adopted by the LRD Governing Board."

In addition to this policy, staff are working to document existing procedures and/or develop new procedures that will accompany this policy. You will recall procedures are defined as "the official LRD way of doing something." Thus, procedures are managed by staff and do not require Board approval.

Finally, staff appreciate Mr. Boggie's constructive engagement through the development of this policy.

I request your approval of the following motion:

> **"THAT THE GOVERNING BOARD approve the attached Maintenance Policy and direct the Executive Director to implement this policy with an effective date of May 22, 2020."**

Gordon M. Boggie, Board Member | Dr. Matt H. Rostock, Board Member | Stephen B. Rockoff, Chairman | Harvey M. Silverman, Board Member | James D. Snyder, Board Member

MAINTENANCE POLICY

Purpose

This policy is provided to (1) establish the District's commitment to maintenance of District assets through planning, analysis, and timely execution of preventative and corrective work to optimize operational performance, resiliency and total ownership costs; and (2) help District staff understand the District's maintenance philosophy. The District's maintenance philosophy is driven by the understanding that system downtime can be a major source of lost productivity, impaired product quality, and serious impacts to public health, safety, and welfare.

Policy

It is imperative that the District maintain District-owned assets. Therefore, using SAE's JA1011 standard as a guide, the District shall implement data-driven, decision-making procedures by which our assets are maintained. Asset maintenance shall be conducted to reduce breakdowns and ensure greater asset availability, system functionality and resiliency, and safe performance. Maintenance may be failure-based, condition-based, use-based, or reliability-centered. Regardless of the approach, asset renewal, repair, or replacement shall be conducted in a logical manner that balances cost, effects on system reliability, resiliency, safety and other important management metrics. When developing a maintenance approach for a class of assets, the following questions should be considered, it is important to analyze/optimize in terms of the system, not at a subsystem level :

1. What are the functions and associated desired standards of performance of the asset in its present operating context (functions)?
2. In what ways can it fail to fulfill its functions (functional failures)?
3. What causes each functional failure (failure modes)?
4. What happens when each failure occurs (failure effects)?
5. In what way does each failure matter (failure consequences)?
6. What should be done to predict or prevent each failure (proactive tasks and task intervals)?
7. What should be done if a suitable proactive task cannot be found (default actions)?

Maintenance may be conducted by District staff or contractor(s). Ability, availability, feasibility, and cost should be used when determining if maintenance will be conducted by staff or contractor. In either case, maintenance of equipment should be based on the above analysis using Original Equipment Manufacturer recommendations or generally accepted standard industry practices as a guide and in a manner that is safe, reliable, and cost-effective.

Definitions

Authority: LRD Enabling Act; Chapter 31-1; LRD Procurement Policy
Date Approved by Governing Board: 5/21/2020

List definitions necessary to understand the policy statement (section above).

A. CMMS: Computerized Maintenance Management System is a software package (e.g., InforEAM) used to maintain electronic records of maintenance activities, including preventative maintenance, corrective maintenance, documentation of problems, asset failures, and labor expended.
B. Criticality: a District asset expected to be decisive in the District's ability to successfully perform its mission. Criticality may be quantified as the likelihood or probability of failure multiplied by the consequence of failure.
C. Inspection: careful examination of an asset especially against an established standard
D. Maintenance: a process by which assets are maintained in working condition. Maintenance is done through repair, partial replacement, and total replacement.
    1. Reliability-Centered Maintenance: data-driven strategy to optimize reliability of a particular asset by maximizing all facets of performance at the lowest possible cost.
        i. Failure-based Maintenance: an asset is operated until failure, then repaired or replaced (e.g., changing a lightbulb after it no longer works).
        ii. Condition-based Maintenance: an asset is maintained when its condition exceeds an established tolerance (e.g., replacing an impeller when it is too thin) or trend (e.g., replacing heater strip when it requires too frequent resetting).
        iii. Use-based Maintenance: an asset is maintained based on an event, meter, or age (e.g., changing the oil in a vehicle at a set number of engine hours).
E. Renewal: to extend the useful life of an asset via improvement or enhancement.
F. Repair: to restore the functionality of an asset by fixing the asset.
G. Replace: to restore the functionality of an existing asset by placement of a new asset with similar or improved performance characteristics.

Relevant Procedures

The following procedures guide staff in the appropriate implementation of this policy:

A. Budget: Division Directors are responsible to identify maintenance projects needed in the upcoming fiscal year and submit them for inclusion in the Budget.
B. Establishing Asset Criticality: under development
C. InforEAM (CMMS) Procedures:
    a. Engineering Inspections Work Order Procedure
    b. Collections Work Order Procedure: under development
    c. Plant Work Order Procedure: under development
    d. Safety Work Order Procedure: under development
D. Rate Study: Division Directors are responsible to identify future maintenance projects anticipated to cost more than $100,000 and list them for inclusion in the Rate Study.

Relevant Policies

A. Capital and Intangible Asset Policy

Policy Questions

Questions regarding this policy should be directed to the author(s) listed above.

Loxahatchee River District

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D. Albrey Arrington, Ph.D., Executive Director

MEMORANDUM

TO: D. Albrey Arrington, Ph.D.

FROM: Kris Dean, P.E., Deputy Executive Director/Director of Engineering Services

DATE: May 13, 2020

SUBJECT: Lift Stations 161 and 291 Emergency Standby Generator and ATS Purchase: Award of Contract

Lift Stations 161 and 291 have been identified as priority stations for emergency standby generator installations this fiscal year. Both stations are repump stations that serve significant areas of our collection system in unincorporated Martin and Palm Beach Counties and Jupiter.

The District will "piggy-back" on the existing Florida Sherriff Association, and the Florida Association of Counties (FSA&AC) contract with ACF Power Systems, Inc. for 125KW Generator Package Specification Item # 102 and 600A Automatic Transfer Switch Specification # 80 with contract deduct amounts for 80KW, 100KW, 250A and 50A units, respectively. Below is a summary of the generators and automatic transfer switches to be purchased.

(1) Generac SD80 w/250A ATS at Lift Station 161	$31,625.00 each
(1) Generac SD100 w/150A ATS at Lift Station 291	$46,580.00 each
Total:	$78,205.00 each

The following motion is suggested:

> **"THAT THE DISTRICT GOVERNING BOARD authorize the "piggy-back" of the Florida Association of Counties (FSA&AC) contract with ACF Power Systems, Inc. for 125KW Generator Package Specification # 102 with contract deduct amounts 80KW and 100KW generators and 600A Automatic Transfer Switch Specification # 80 with contract deduct amounts for 150A switches in accordance with ACF Power System, Inc.'s proposals dated March 21, 2020 in the amount of $78,205.00."**

Gordon M. Boggie, Board Member | Dr. Matt H. Rostock, Board Member | Stephen B. Rockoff, Chairman | Harvey M. Silverman, Board Member | James D. Snyder, Board Member

Date: March 31, 2020

Reference: Loxahatchee River Environmental Control District-LS 291 & LS 161

We are pleased to offer the following quote for the above project:

FSA 19-VEH17.0 CAB & CHASSIS TRUCKS AND HEAVY EQUIPMENT

125KW Generator Package Specification Item #102 / 2019-2020

ITEM I Lift Station 291

- **125W Generator Package Specification Item # 102 2019 Generac SD130…… $ 35,100.00**
- **Downgrade to 100kw ……$ -1,425.00**
- **Upgrade to Permanent Magnet Generator (PMG) ……$ 1,100.00**
- **Upgrade to Alternator To 130kw ……$ 590.00**
- **Upgrade to Level 2 Aluminum Enclosure……$ 3,395.00**
- **Upgrade to 72 Hour Fuel Tank ……$ 1,790.00**
- **Upgrade to 2nd 150A breaker ……$ 1,265.00**

Sub-Total: $ 41,815.00

- **600 Amp ATS Package Specification # 80 2019 Generac 600 Amp ATS…… $ 7,100.00**
- **Downgrade to an 150A (Non Service Entrance Rated)…… $-2,200.00**
- **Optional Equipment NEMA 4X Enclosure……$ 1,165.00**

Sub-Total: $ 6,065.00

Total investment for the above equipment (Not including any applicable tax): ……$ 47,880.00

Based on (2) 30 HP Pumps starting across the line. One 30HP at a time. See sizing report .

ITEM II Lift Station 161

- **125W Generator Package Specification Item # 102 2019 Generac SD130…… $ 35,100.00**
- **Downgrade to 80kw ……$ -3,900.00**
- **Upgrade to Permanent Magnet Generator (PMG) ……$ 1,100.00**
- **Upgrade to Alternator To 130kw ……$ 1,030.00**
- **Upgrade to Level 2 Aluminum Enclosure……$ 2,810.00**
- **Upgrade to 72 Hour Fuel Tank ……$ 2,000.00**
- **Upgrade to 2nd 250A breaker ……$ 1,320.00**

Sub-Total: $ 39,460.00

- **600 Amp ATS Package Specification # 80 2019 Generac 600 Amp ATS…… $ 7,100.00**
- **Downgrade to an 250A (Non Service Entrance Rated)…….. $-1,500.00**
- **Optional Equipment NEMA 4X Enclosure……..……..$ 1,520.00**

Sub-Total: $ 7,120.00

Total investment for the above equipment (Not including any applicable tax): ……$ 46,580.00

Based on (2) 20 HP Pumps starting across the line. One 20HP at a time. See sizing report.

Total investment for ITEM I & ITEM II (Not including any applicable tax): ……..……$ 94,460.00

We are pleased to offer the following quote for the above project:

ITEM I Lift Station 291

Quantity 1 - Generac Industrial diesel engine-driven generator set with turbocharged/aftercooled 6-cylinder 6.7L engine, consisting of the following features and accessories:

- Stationary Emergency-Standby rated
- **100 kW Rating, wired for 277/480 VAC three phase, 60 Hz**
- Permanent Magnet Excitation
- ***With upsized 130 kW alternator***
- **Level 2 Acoustic Enclosure, Aluminum**
    - **Industrial Grey Baked-On Powder Coat Finish**
    - **150 MPH Wind Load Certified**
- UL2200
- EPA Certified
- H-100 Control Panel
    - Meets NFPA 99 and 110 requirements
    - Temp Range -40 to 70 degrees C
    - Digital Microprocessor:
        - Two 4-line x 20 displays, full system status
        - 3 Phase sensing, +/-0.25% digital voltage regulation
        - RS232, RS485 and Canbus remote ports
        - Waterproof connections
        - All engine sensors are 4-20ma for minimal interference
        - Programmable I/O
        - Built-in PLC for special applications
    - Engine function monitoring and control:
        - Full range standby operation; programmable auto crank, Emergency Stop, Auto-Off-Manual switch
        - Isochronous Governor, +/-0.25% frequency regulation
        - Full system status on all AC output and engine function parameters
        - Service reminders, trending, fault history (alarm log)
        - I2T function for full generator protection
        - Selectable low-speed exercise
    - HTS transfer switch function monitoring and control
    - 2-wire start controls for any 2-wire transfer switch
- 110 AH, 925 CCA Group 31 Battery, with rack, installed
- Air Filter Restriction Ind

- Battery Charger, 10 Amp, NFPA 110 compliant, installed
- Coolant Heater, 1500W
- **36" 510 Gallon Double-Wall UL142 Basetank**
    - **Mechanical fuel level indicator gauge**
    - **Electronic fuel level sender**
    - **Emergency Vent**
- 3 Owner's Manuals
- 120V GFCI and 240V Outlet
- **MLCB, 100% rated thermal-magnetic**
    - **150 Amp**
- **Secondary MLCB, 100% rated thermal-magnetic**
    - **150 Amp**
- *2-Year Comprehensive Warranty*

Quantity 1 - PSTS Series Automatic Transfer Switch consisting of the following features and accessories:

- **Standard Open Transition**
- 32F - Inphase Transfer
- Contactor-Based Design
- **<u>150 Amp</u>, 3 Pole, 277/480 VAC three phase**
- CSA C22.2 Certified
- CUL Listed
- UL1008 Listed
- **NEMA 4X Enclosure**
- ATC-300+ Microprocessor-Based Controller
    - 2-Line, 32-Character Alphanumeric LCD Display
    - Front Panel Mimic Diagram with colored LEDs for Source/Load Indication
    - Standard Features:
        - Sensing and Programmable Setpoints for both Normal (S1) and Emergency (S2): Under-voltage/Under-frequency, Over-voltage/Over-frequency; Voltage Unbalance Sensing and Phase Reversal for all phases
        - Adjustable Time Delays: Engine Start, Transfer Normal to Emergency & Emergency to Normal, Engine Cooldown, Emergency Fail
        - Pushbutton for Bypassing Time Delays on Transfer/Retransfer
        - Test Pushbutton
        - Contacts for Go to Emergency (S2)
        - MODBUS Communication
        - Digital Programmable Plant Exerciser:
            - Off, 1-Day, 7-Day, 14-Day, 28-Day Intervals
            - Adjustable 0-600 Minutes Run Time
            - Selectable for Load or No Load
        - Auxiliary Contacts:
            - Normal (S1) Source Present (2 Form C)
            - Emergency (S2) Source Present (2 Form C)
            - Normal (S1) Position Indication (1 Form C)
            - Emergency (S2) Position Indication (1 Form C)
            - Pre-Transfer Signal Contacts (1 Form C)
- 32F - In-Phase Transition
- 41A - 100W Space Heater with Adjustable Thermostat
- 42 - IBC/CBC Seismic Qualified
- 36 - Load Shed from Emergency
- Normal Terminal Mechanical Lugs, Customer Connection: (2) 1/0-250MCM or (1) 1/0-750MCM per phase
- Emergency Terminal Mechanical Lugs, Customer Connection: (1) 1/0-750MCM or (2) 1/0-250MCM per phase
- Load Terminal Mechanical Lugs, Customer Connection: (1) 1/0-750MCM or (2) 1/0-250MCM per phase
- Neutral Terminal Mechanical Lugs, Customer Connection: (6) 250MCM-500MCM
- **2-Year Extended Warranty**

ITEM II Lift Station 161

Quantity 1 - Generac Industrial diesel engine-driven generator set with turbocharged 4-cylinder 4.5L engine, consisting of the following features and accessories:

- Stationary Emergency-Standby rated
- **80 kW Rating, wired for 120/240 VAC three phase, 60 Hz**
- Permanent Magnet Excitation
- ***With upsized 130 kW alternator***
- **Level 2 Acoustic Enclosure, Aluminum**
    - **Industrial Grey Baked-On Powder Coat Finish**
    - **150 MPH Wind Load Certified**
- UL2200
- EPA Certified
- SCAQMD
- H-100 Control Panel
    - Meets NFPA 99 and 110 requirements
    - Temp Range -40 to 70 degrees C
    - Digital Microprocessor:
        - Two 4-line x 20 displays, full system status
        - 3 Phase sensing, +/-0.25% digital voltage regulation
        - RS232, RS485 and Canbus remote ports
        - Waterproof connections
        - All engine sensors are 4-20ma for minimal interference
        - Programmable I/O
        - Built-in PLC for special applications
    - Engine function monitoring and control:
        - Full range standby operation; programmable auto crank, Emergency Stop, Auto-Off-Manual switch
        - Isochronous Governor, +/-0.25% frequency regulation
        - Full system status on all AC output and engine function parameters
        - Service reminders, trending, fault history (alarm log)
        - I2T function for full generator protection
        - Selectable low-speed exercise
    - HTS transfer switch function monitoring and control
    - 2-wire start controls for any 2-wire transfer switch
- 110 AH, 925 CCA Group 31 Battery, with rack, installed
- Air Filter Restriction Ind
- Battery Charger, 10 Amp, NFPA 110 compliant, installed
- Coolant Heater, 1500W, 120VAC
- **36" 510 Gallon Double-Wall UL142 Basetank**
    - **Mechanical fuel level indicator gauge**
    - **Electronic fuel level sender**
    - **Emergency Vent**
- 3 Owner's Manuals
- 120V GFCI and 240V Outlet
- **MLCB, 100% rated thermal-magnetic**
    - **250 Amp**
- **Secondary MLCB, 100% rated thermal-magnetic**
    - **250 Amp**
- 2-Year Comprehensive Warranty
- SD0080JG174.5D18HPLY3

Quantity 1 - PSTS Series Automatic Transfer Switch consisting of the following features and accessories:

- **Standard Open Transition**
- 32D - Inphase Transfer, default to Time Delay Neutral
- Contactor-Based Design
- **250 Amp, 3 Pole, 120/208 VAC three phase**

- CSA C22.2 Certified
- CUL Listed
- UL1008 Listed
- **NEMA 4X Enclosure**
- ATC-300+ Microprocessor-Based Controller
    - 2-Line, 32-Character Alphanumeric LCD Display
    - Front Panel Mimic Diagram with colored LEDs for Source/Load Indication
    - Standard Features:
        - Sensing and Programmable Setpoints for both Normal (S1) and Emergency (S2): Under-voltage/Under-frequency, Over-voltage/Over-frequency; Voltage Unbalance Sensing and Phase Reversal for all phases
        - Adjustable Time Delays: Engine Start, Transfer Normal to Emergency & Emergency to Normal, Engine Cooldown, Emergency Fail
        - Pushbutton for Bypassing Time Delays on Transfer/Retransfer
        - Test Pushbutton
        - Contacts for Go to Emergency (S2)
        - MODBUS Communication
        - Digital Programmable Plant Exerciser:
            - Off, 1-Day, 7-Day, 14-Day, 28-Day Intervals
            - Adjustable 0-600 Minutes Run Time
            - Selectable for Load or No Load
        - Auxiliary Contacts:
            - Normal (S1) Source Present (2 Form C)
            - Emergency (S2) Source Present (2 Form C)
            - Normal (S1) Position Indication (1 Form C)
            - Emergency (S2) Position Indication (1 Form C)
            - Pre-Transfer Signal Contacts (1 Form C)
- 41A - 100W Space Heater with Adjustable Thermostat
- 42 - IBC/CBC Seismic Qualified
- 36 - Load Shed from Emergency
- Normal Terminal Mechanical Lugs, Customer Connection: (4) 1/0-750MCM per phase
- Emergency Terminal Mechanical Lugs, Customer Connection: (4) 1/0-750MCM per phase
- Load Terminal Mechanical Lugs, Customer Connection: (4) 1/0-750MCM per phase
- Neutral Terminal Mechanical Lugs, Customer Connection: (12) 1/0-750MCM
- **2-Year Extended Warranty**

Quantity 1 - Start-up and testing Including a 2-hour load bank test, **M-F, 8A-5P, No Holidays**. Maximum if one trip for this start-up. It is the contractor's responsibility to ensure this generator set is completely installed, and all fuel tank testing is completed before the start up is scheduled. If at time of start-up, the installation in incomplete and/or no fuel available, an additional trip will be required to complete this start-up. Additional trip(s) will be billed our customer.

NOTES:

- Field start-up and testing conducted by a Factory Trained Certified Technician
- Onsite training to be done on the same day as start-up
- Start-up and testing is limited to one (1) day on site as described above.
- Load Bank Testing will be done using a resistive type load bank.

Access within 50 feet of the generator must be provided for the load bank test. If the distance between the load bank and the generator is greater than 50 feet, we reserve the right to requote this start-up and load bank testing. The distance must be provided to calculate the required additional cable and cost for this testing

Quantity 1 – Freight to Jobsite Offloading by Others

Clarifications and Exceptions:

- No Enclosure Wind Load P.E. Calculations. Optional adder.
- Buyers referenced to local, state, or federal government requirements.

- No Anchoring Calculations and/or anchors.
- Fire Pump ATS Provided by Others
- No Offloading.
- No installation.
- No rigging.
- No power systems or selective coordination study.
- Equipment performance beyond manufacturer's design.
- No Storage or insurance.
- No third-party electrical apparatus testing / inspections, and/or special testing (emissions, noise, harmonics, etc...
- NO NETA Testing Must be performed by third party agency.
- No Special testing equipment (oscilloscope, thermal camera, harmonic analyzer, InfraRed, etc...
- No general, civil and/or plumbing work or materials.
- No electrical and/or mechanical work including materials.
- No engineering or permitting.
- No third-party testing agency.
- If this project is an AHCA project and AHCA does not approve quote additional cost could occur to make AHCA Compliant.
- No Sound Testing by ACF.
- No fuel or equipment rental.
- No Sub-base in field pressure integrity testing.
- No Maintenance Contract by ACF.

Notes

1. This Quotation is based upon Engineering Specifications __N/A_____ & Drawings N/A . No other sections shall apply. Based of sizing by engineer
2. Quotation is valid for 60 days. If not released to production within 60 days, pricing, delivery extension and escalation charges may apply.
3. ACF Standby Systems is not responsible for any delays in delivery due to Act of Nature, explosion, fire, strikes, accidents, war, terrorism, flood, accidents or other causes beyond our company control. Quoted shipping schedules are not guaranteed and subject to change without notice. In no case is ACF Standby Systems responsible for incidental or consequential damages.
4. ACF Standby Systems does not accept liquidated damages as a part of third party contracts.
5. Equipment will be invoiced (and payment expected according to ACF's Terms and Conditions) at the time of shipment or when ready to ship from point of origin. Delays by the buyer may result in storage fees and/or additional freight charges.
6. The warranty is that of the above-named manufacturer(s). Refer to the manufacturer’s warranty statement for details. No special warranty is implied. The Manufacturer’s warranty begins on the day of start-up or 6 months after shipment, whichever occurs first, not substantial completion. It is the contractor’s responsibility to coordinate start-up along with the date of substantial completion.
7. If the generator set is not installed and ready for startup within 6 months of shipment it will require long term storage procedures. Please refer to the Operation and Maintenance Manual for such requirements. All costs related to long term storage is the responsibility of the purchaser. Failure to follow these procedures may void warranty and affect equipment operation. Contact ACF Standby Systems for assistance.
8. Additional sets of O&M manuals are available at an additional cost. The manufacturer's standard format shall apply. Custom O&M manuals will be available at an additional charge.
9. Startup services will not proceed until the buyer's account is current and in good standing.
10. Quotation does not include offloading, rigging, anchoring, installation, exhaust plumbing, exhaust insulation, fuel or permitting.

11. ACF Standby Systems is not responsible for testing of fuel tank(s) provided by any party. Fuel tank testing, as required by FDEP (Florida Department of Environmental Protection) Chapters 62-761 and 62-762, is the responsibility of the installing Contractor and Generator Permit Applicant. ACF Standby Systems LLC is not responsible for damages or costs incurred by any party, when a fuel tank is filled before field testing required under FDEP or testing mandated by a Local Inspector of Authority under FBC, is performed.
12. Pricing is subject to ACF Standby Systems Payment Terms.

Terms and Conditions

This proposal is subject to ACF Terms and Conditions of Sale, attached.

Sincerely,

Thank You,

John Agnes

ACF, Inc.
ACF Standby Systems
Power Generation
www.ACFStandbySystems.com

John Agnes
Sales Engineer
Mobile (352) 277-6403
Fax (813) 621-6980
Email j.agnes@acfpower.com
Connect

Acceptance of Quote
Prior to ordering equipment or services, please sign and return as a confirmation of the content of this proposal and the attached terms and conditions
Customer Signature

_____

Loxahatchee River District

Water Reclamation | Environmental Education | River Restoration

2500 Jupiter Park Drive, Jupiter, Florida 33458-8964
Telephone (561) 747-5700 •Fax (561) 747-9929 • www.loxahatcheeriver.org

D. Albrey Arrington, Ph.D., Executive Director

MEMORANDUM

TO: GOVERNING BOARD
FROM: D. ALBREY ARRINGTON, Ph.D.
DATE: MAY 14, 2020
SUBJECT: RETIREMENT PLAN ADMINISTRATIVE COMMITTEE POLICY

Staff have been working diligently to convert our retirement plan from Morgan Stanley to Empower Retirement. Under Tab 5A staff have provided the documents that will govern our revised Loxahatchee River Environmental Control District Money Purchas and Trust ("Retirement Plan"). Under the old plan, the Governing Board had delegated administrative authority to the "Administrator" and had identified the "Administrator" as the "Administrative Committee", which is composed of the Board Chairman, Board Trustee, Executive Director, Director of Finance and Administration, and an elected Employee Representative.

Because the old Retirement Plan will be repealed, if the Board desires to continue to delegate authority to the Retirement Plan Administrative Committee ("Administrative Committee") as the Retirement Plan Administrator, it is necessary for the Board to take specific action to delegate such authorities in compliance with the Retirement Plan documents.

It is my opinion that an effective way to delegate said authority is through a new LRD Policy. By delegating these authorities under a new policy, the policy will be added to the LRD Rule and Policy Review Schedule, which will result in a systematic revisiting and reconsidering of such delegated powers in the future.

I have drafted the attached Retirement Plan Administrative Committee Policy such that it maintains continuity of the powers and authority of the existing Administrative Committee within the context of our new Retirement Plan documents. Nonetheless, I added one specific constraint on the Administrative Committee's powers. Namely, the Administrative Committee "*may not bind the District for financial liabilities exceeding $10,000 per fiscal year without ratification by the District Governing Board*." Bonni Jensen, legal counsel to our Retirement Plan, has reviewed the draft policy and signed off that it is legally sufficient.

In addition to this policy, staff are working to document procedures that will accompany this policy and are necessary for the Administrative Committee. The form following the draft policy will be a component of the procedures, and Administrative Committee members will be required to execute such form to participate as an Administrative Committee member.

I request your approval of the following motion:

> **"THAT THE GOVERNING BOARD approve the attached Retirement Plan Administrative Committee Policy and direct the Executive Director to implement this policy with an effective date of June 1, 2020."**

Gordon M. Boggie, Board Member | Dr. Matt H. Rostock, Board Member | Stephen B. Rockoff, Chairman | Harvey M. Silverman, Board Member | James D. Snyder, Board Member

RETIREMENT PLAN ADMINISTRATIVE COMMITTEE POLICY

Purpose

This policy is provided to create the Retirement Plan Administrative Committee to act as the Administrator for the Loxahatchee River Environmental Control District Money Purchase Plan and Trust ("Retirement Plan") as provided for by the Retirement Plan and to delegate the powers and duties of the Administrator as provided for in the Retirement Plan to that committee.

Policy

The Loxahatchee River District (District) Governing Board hereby creates the Retirement Plan Administrative Committee (Administrative Committee) with the purpose of serving as the Administrator of the Loxahatchee River Environmental Control District Money Purchase Plan and Trust. The Administrative Committee shall consist of the following persons: (1) the Chairman of the District Governing Board; (2) one District Governing Board Member appointed annually by the District Governing Board (commonly referred to as the Board Trustee); (3) the Executive Director of the District; (4) the Director of Finance and Administration of the District; and (5) one District Employee Representative. Each member of the Administrative Committee is entitled to one (1) vote. A quorum of the Administrative Committee shall consist of three (3) members. The Administrative Committee shall act by a simple majority and may authorize one or more members to execute all documents on their behalf.

The District Governing Board hereby delegates the day to day administration of the Retirement Plan to the Administrative Committee and vests the Administrative Committee with the authority necessary to administer the Retirement Plan. The Administrative Committee has discretion under the Retirement Plan to engage qualified professionals to provide services to the Retirement Plan and Retirement Plan participants. The Administrative Committee may allocate responsibilities among its members. The Administrative Committee may establish procedures, correct any defect, supply any information, or reconcile any inconsistency in such manner and to such extent as shall be deemed necessary or advisable to carry out the purpose of the Retirement Plan. Nonetheless, the Administrative Committee may not bind the District for financial liabilities exceeding $10,000 per fiscal year without ratification by the District Governing Board.

Authority: LRD Enabling Act; Chapter 31-1; LRD Money Purchase Plan and Trust
Date Approved by Governing Board: 5/21/2020

Definitions

List definitions necessary to understand the policy statement (section above).

A. Retirement Plan: Loxahatchee River Environmental Control District's Money Purchase Plan and Trust
B. District Employee Representative: a District Employee in good standing, vested in the Retirement Plan and chosen by vote of the District's Eligible Employees covered by the Retirement Plan. The District Employee Representative shall serve a term of two (2) years and may serve successive terms.

Relevant Procedures

The following procedures guide staff in the appropriate implementation of this policy:

A. Loxahatchee River District Money Purchas Plan and Trust and associated documents, e.g., including Adoption Agreement.
B. Investment Menu
C. Retirement Plan Administrative Committee Appointment Procedure

Relevant Policies

A. Retirement Plan Investment Policy
B. Loxahatchee River District Money Purchase Plan and Trust ("Retirement Plan")

Policy Questions

Questions regarding this policy should be directed to the author(s) listed above.

Loxahatchee River Environmental Control District Money Purchase Plan and Trust

Administrative Committee Form

I, _____ (print name) hereby certify that:

1. I have been appointed to the Retirement Plan Administrative Committee.
2. I have been provided the Loxahatchee River Environmental Control District Money Purchase Plan and Trust, which includes the Summary of Plan Provisions, Adoption Agreement, Plan Document, and Plan Determination Letter.
3. I accept this appointment pursuant to the terms of the Loxahatchee River Environmental Control District Money Purchase Plan and Trust.
4. I agree to faithfully administer the Loxahatchee River Environmental Control District Money Purchase Plan and Trust.

_____

Signature of Administrative Committee Member

_____

Printed Name of Administrative Committee Member

_____

Signature of Witness

_____

Printed Name of Witness

Date: _____

Fixed Asset Disposal

No Fixed Assets are presented for Disposal this month.

J:\Board\Notebook\Change Orders-None

Change Orders

No Change Orders are presented for Board consideration this month.

J:\Board\Notebook\Change Orders-None

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Loxahatchee River District

Water Reclamation | Environmental Education | River Restoration

2500 Jupiter Park Drive, Jupiter, Florida 33458
Telephone (561) 747-5700 •Fax (561) 747-9929 • www.loxahatcheeriver.org

D. Albrey Arrington, Ph.D., Executive Director

MEMORANDUM

TO: D. Albrey Arrington, Ph.D.
Executive Director

FROM: Kris Dean, P.E.
Deputy Executive Director/Director of Engineering Services

DATE: May 11, 2020

SUBJECT: Consultants Competitive Negotiation Act Acceptance of Qualified Firms

In compliance with the District's Purchasing Policies and Procedures and Florida Statute 287.055 the District engaged in the CCNA process for FY21 with advertisement of Request For Qualifications #20-001-PROFSERVICES on April 1, 2020. Qualification Statements were received from 10 firms covering 10 projects as summarized in the attached Qualification Committee Scoring Summary. Project descriptions are also included as published in the Request For Qualifications #20-001-PROFSERVICES.

Staff recommend the following motion.

> **"THAT THE DISTRICT GOVERNING BOARD approve the list of Request for Qualifications #20-001-PROFSERVICES Qualified Firms."**

Please note, we anticipate returning to the Board with recommended engineering services contracts with the most highly qualified firm with which we were successful with competitive compensation negotiation for each project at a later date.

Gordon M. Boggie, Board Member | Dr. Matt H. Rostock, Board Member | Stephen B. Rockoff, Chairman | Harvey M. Silverman, Board Member | James D. Snyder, Board Member

Request for Qualifications
20-001-PROFSERVICES
Qualified Firms

1. **Wastewater Collection & Transmission System**
    a. Master Lift Station Bypass Study – The study will include modeling of the Frederick Small and Central Blvd Corridor and the Military Corridor from Indiantown South to Frederick Small and all feeding flows to the Loxahatchee River District WWTF. The study will include feasibility, required system upgrades and cost estimates.
        i. Baxter & Woodman Consulting Engineers, Inc.
        ii. Calvin Giordano & Associates, Inc.
        iii. CAPTEC Engineering Inc.
        iv. Carolla Engineers, Inc.
        v. Chen Moore & Associates, Inc.
        vi. Holtz Consulting Engineers, Inc.
        vii. KCI Technologies, Inc.
        viii. Kimley Horn & Associates, Inc.
        ix. Mock Roos & Associates, Inc.
    b. Continuing Services – Provide continuing services for renewal/replacement and new projects within the Loxahatchee River District's wastewater collection and transmission system. The continuing services will typically be provided on projects whose estimated construction cost is less than F.S. 287.017 Category 5 and on individual studies whose estimated cost is less than F.S 287.017 Category 2.
        i. Baxter & Woodman Consulting Engineers, Inc.
        ii. Calvin Giordano & Associates, Inc.
        iii. CAPTEC Engineering Inc.
        iv. Carolla Engineers, Inc.
        v. Chen Moore & Associates, Inc.
        vi. Holtz Consulting Engineers, Inc.
        vii. KCI Technologies, Inc.
        viii. Kimley Horn & Associates, Inc.
        ix. Mock Roos & Associates, Inc.
2. **Reuse Distribution System**
    a. Continuing Services – Provide continuing services for renewal/replacement and new projects within the Loxahatchee River District's reuse distribution system. The continuing services will typically be provided on projects whose estimated construction cost is less than F.S. 287.017 Category 5 and on individual studies whose estimated cost is less than F.S 287.017 Category 2.
        i. Baxter & Woodman Consulting Engineers, Inc.
        ii. Calvin Giordano & Associates, Inc.
        iii. CAPTEC Engineering Inc.
        iv. Carolla Engineers, Inc.
        v. Chen Moore & Associates, Inc.
        vi. Holtz Consulting Engineers, Inc.
        vii. KCI Technologies, Inc.
        viii. Kimley Horn & Associates, Inc.
        ix. Mock Roos & Associates, Inc.

3. **Wastewater Treatment Facility (WWTF)**
    a. Greenhouse Gas Emissions Evaluation - A greenhouse gas evaluation for operations at the Loxahatchee River District WWTF.
        i. Baxter & Woodman Consulting Engineers, Inc.
        ii. Calvin Giordano & Associates, Inc.
        iii. Carolla Engineers, Inc.
        iv. Chen Moore & Associates, Inc.
        v. Holtz Consulting Engineers, Inc.
    b. Odor Control Improvements – Currently, multiple odor control systems are installed throughout the WWTF. This project will provide an odor study to characterize odor sources, evaluate performance of existing odor treatment units, and investigate opportunities for improvements to the odor containment and treatment.
        i. Baxter & Woodman Consulting Engineers, Inc.
        ii. Calvin Giordano & Associates, Inc.
        iii. Carolla Engineers, Inc.
        iv. Chen Moore & Associates, Inc.
        v. Holtz Consulting Engineers, Inc.
        vi. Kimley Horn & Associates, Inc.
    c. Continuing Services – Provide continuing services for renewal/replacement and new projects within the Loxahatchee River District's WWTF. The continuing services will typically be provided on projects whose estimated construction cost is less than F.S. 287.017 Category 5 and on individual studies whose estimated cost is less than F.S 287.017 Category 2.
        i. Baxter & Woodman Consulting Engineers, Inc.
        ii. Calvin Giordano & Associates, Inc.
        iii. Carolla Engineers, Inc.
        iv. Chen Moore & Associates, Inc.
        v. Holtz Consulting Engineers, Inc.
        vi. KCI Technologies, Inc.
        vii. Kimley Horn & Associates, Inc.

4. **Administration, Education, and Maintenance Facilities**
    a. 20 Acre/9278 Indiantown Road/PCN 00-42-41-06-00-000-1030 – Develop property into a high-functioning base for environmental education and engagement for the public including environmental education facilities, playground and outdoor recreational facilities, utilities, stormwater, parking, canal access to the Loxahatchee River and water features.
        i. Calvin Giordano & Associates, Inc.
        ii. CAPTEC Engineering Inc.
        iii. Chen Moore & Associates, Inc.
        iv. KCI Technologies, Inc.
        v. RCD Consulting Engineers
    b. BLM House Demo and Construction – Facilities for environmental education and engagement for the public including environmental education facilities, open air pavilion, outdoor recreational facilities and parking.
        i. Calvin Giordano & Associates, Inc.
        ii. CAPTEC Engineering Inc.
        iii. Chen Moore & Associates, Inc.
        iv. KCI Technologies, Inc.
        v. RCD Consulting Engineers
    c. 2500 Jupiter Park Drive – Layout future development of 2500 Jupiter Park Drive including administrative facilities, maintenance facilities, warehouse facilities, storage, parking, environmental education facilities, climate resiliency alternatives.
        i. Calvin Giordano & Associates, Inc.
        ii. CAPTEC Engineering Inc.
        iii. Chen Moore & Associates, Inc.
        iv. KCI Technologies, Inc.
        v. RCD Consulting Engineers
    d. Continuing Services – Provide continuing services for renewal/ replacement and new projects associated with administration, education and maintenance facilities. The continuing services will typically be provided on projects whose estimated construction cost is less than F.S. 287.017 Category 5 and on individual studies whose estimated cost is less than F.S 287.017 Category 2.
        i. Calvin Giordano & Associates, Inc.
        ii. CAPTEC Engineering Inc.
        iii. Chen Moore & Associates, Inc.
        iv. KCI Technologies, Inc.
        v. RCD Consulting Engineers

Qualification Committee Scoring Summary
RFQ 20-001-PROFSERVICES

Date: May 11, 2020

	Wastewater Collection and Transmission System		Reuse Distribution System	Wastewater Treatment Facility (WWTF)			Administrative, Education and Maintenance Facilities			
	Master Lift Station Bypass Study	Continuing Services	Continuing Services	Greenhouse Gas Emission Evaluation	Odor Control Improvements	Continuing Services	20 Acre/9278 Indiantown Road/PCN 00-42-41-06-00-000-1030	BLM House Demo and Construction	2500 Jupiter Park Drive	Continuing Services
Baxter and Woodman	**4**	**4**	**4**	**4**	**4**	**4**	**-**	**-**	**-**	**-**
Calvin Giordano	**4**	**4**	**4**	**3.75**	**4**	**4**	**4**	**4**	**4**	**4**
CAPTEC	**3.75**	**4**	**3.75**	**-**	**-**	**-**	**4**	**4**	**4**	**3.75**
Carolla	**4**	**4**	**4**	**4**	**4**	**4**	**-**	**-**	**-**	**-**
Chen Moore	**4**	**4**	**4**	**3.75**	**3.75**	**3.75**	**4**	**4**	**4**	**3.75**
Holtz	**4**	**4**	**4**	**4**	**4**	**4**	**-**	**-**	**-**	**-**
KCI Technologies	**3.75**	**3.75**	**3.75**	**2.75**	**2.75**	**3.75**	**3.75**	**3.75**	**3.75**	**3.5**
Kimley Horn	**4**	**4**	**4**	**2.75**	**3.75**	**3.75**	**-**	**-**	**-**	**-**
Mock Roos	**4**	**4**	**4**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
RGD Consulting	**-**	**-**	**-**	**-**	**-**	**-**	**4**	**4**	**4**	**3.75**

1.) Score Calculation = (Sum of Committee Member's Score for Firm)/(4)
2.) Firms with Score greater than or equal to 3 have met qualification criteria
3.) "-" Denotes Firms did not submit on this Area of Operation

Item 6C-Busch Wildlife Sanctuary License Agreement

This item was not ready when the notebook was distributed. I anticipate it will be ready for Board review and discussion in June.

Loxahatchee River District

Water Reclamation | Environmental Education | River Restoration

2500 Jupiter Park Drive, Jupiter, Florida 33458
Telephone (561) 747-5700 •Fax (561) 747-9929 • www.loxahatcheeriver.org

D. Albrey Arrington, Ph.D., Executive Director

MEMORANDUM

TO: GOVERNING BOARD

FROM: Jason A. Pugsley, P.E.
Plant Manager

DATE: MAY 11, 2020

SUBJECT: REPLACEMENT VARIABLE FREQUENCY DRIVES FOR INJECTION WELL PUMPS

The injection well pump station includes a total of four (4), 250-horsepower vertical turbine pump (VTP) units which are each driven by dedicated variable frequency drives (VFD's). The reliable operation of the injection well pump station is essential to the District's ability to dispose of treated effluent to the deep injection well. To improve the reliability and resiliency of the injection well pump station, District Staff previously identified and completed specific upgrades at the station which include: replacement of each VTP unit, replacement of the VTP discharge heads and replacement of the local electrical service disconnects for each pumping unit. Staff is also planning to systematically replace the existing open drip proof (ODP) electric motors with totally enclosed fan cooled (TEFC) electric motors which are more suitable for outdoor applications. Concurrently, Staff recommends the replacement of the existing VFDs for each pumping unit. Replacement of the existing VFD's at this time will allow the District to make specific upgrades and improvements to the incoming electrical service by eliminating the existing, pad-mounted inlet harmonic filters located north of Electrical Building No. 3 and allowing installation of manual transfer switches with emergency generator connections for each VFD in their place. The reconfiguration and upgrades to the incoming electrical service will allow the District to quickly and safely connect and power individual injection well pumps using two paralleled portable generators, thereby significant increasing the reliability and resiliency of the station. The total cost of the upgrades to be completed at the injection well pump station is estimated to be $870,000.00 upon completion. It is anticipated that all proposed improvements will be completed by the end of Fiscal Year 2021.

Per the District's Procurement Policy, Staff requested and received quotes from a total of three (3) qualified vendors as presented below:

- Howard Woodrow & Associates $17,725/per VFD
- TAW Orlando Service Center Inc. $19,560.31/per VFD
- Seal Distributors, Inc. $22,494.36/per VFD

Staff has reviewed the quotes from the three (3) vendors and determined that the quote from Howard Woodrow & Associates is complete and represents the best value to the District.

Therefore, staff request your consideration of the following motion:

> **"THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to execute a purchase order to Howard Woodrow & Associates in accordance with their proposal dated April 2, 2020, for the purchase of four (4) VFD units at $17,725.00/each for a total purchase amount of $70,900.00."**

Gordon M. Boggie, Board Member | Dr. Matt H. Rostock, Board Member | Stephen B. Rockoff, Chairman | Harvey M. Silverman, Board Member | James D. Snyder, Board Member

CURTIS L. SHENKMAN
Board Certified
Real Estate Attorney

CURTIS SHENKMAN, P.A.
ATTORNEY & COUNSELOR AT LAW
4400 PGA BLVD, SUITE 301
PALM BEACH GARDENS, FL 33410
561-822-3939 FAX 561-898-2266
CURTIS@PALMBEACHLAWYER.LAW

PARALEGALS
JUDY MONTEIRO
DENISE PAOLUCCI
MELISSA KAJEEJIT

TO: Governing Board and Albrey Arrington, Executive Director
Date: April 8, 2020
RE: LRD Rule Chapter 31-15 Repeal

The District used to be subject to the "Administrative Procedures Act" ("APA"), Florida Statutes chapter 120. In 1992, the District was subject to the APA. The APA required every "Agency" to have its own Indexing Final Orders Rule to be part of the Florida Administrative Code ("FAC"), and District Rule 31-15 was enacted.

The APA was subsequently amended to require "codification" of our 1971 initial "Act", and in 2002, the District Codified the Act into Chapter 2002-358, Laws of Florida. As such, the District was no longer an "Agency" as that term is defined in section 120.52(1)(a), Florida Statutes. With the recodification, the District's rulemaking under the APA was no longer required, and the District's entire Chapter 31 of the Florida Administrative Code was repealed (which is why the District still refers to its Rules As "31" -15). The District became the sole legal authority for its own rules, with oversight and approval by the Florida Legislature's Joint Administrative Procedures Committee ("JAPC") no longer required.

As the District's attorney in since 1984, I have been materially involved in this progression of legal authority in favor of the District and the Governing Board being more autonomous and independent. In an abundance of caution in 2017, I requested the JAPC to confirm in writing that the District is not subject to the APA, the JAPC, and that the LRD Rules were solely under the authority of the Governing Board of the District. My legal work resulted in the attached October 20, 2017 letter from the Florida JAPC, clearly confirming the District is not subject to the APA, the JAPC, and the District Rules are no longer a part of the FAC.

Therefore, as the District's Rule 31-15 is no longer determined to be a necessary procedure for the District to follow, since the District maintains its own information management system for Public Records, I suggest the following MOTION:

"That the Governing Board repeal District Rule 31-15 effective May 21, 2020."

Please contact me if you have any questions.

Sincerely,

Curtis L. Shenkman

Curtis L. Shenkman

JOE NEGRON
President

RICHARD CORCORAN
Speaker

THE FLORIDA LEGISLATURE
JOINT ADMINISTRATIVE PROCEDURES COMMITTEE

Representative George R. Moraitis, Jr., Chair
Senator Kevin Rader, Vice Chair
Senator Daphne Campbell
Senator George B. Gainer
Senator Rene Garcia
Senator Keith Perry
Representative Jason Fischer
Representative Michael Grant
Representative Sam H. Killebrew
Representative Amy Mercado
Representative Barrington A. "Barry" Russell

KENNETH J. PLANTE
COORDINATOR
Room 680, Pepper Building
111 W. Madison Street
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Telephone (850) 488-9110
Fax (850) 922-6934
www.japc.state.fl.us
joint.admin.procedures@leg.state.fl.us

October 20, 20017

Ernest L. Reddick
Program Administrator
Florida Administrative Code and Register
Florida Department of State
R.A. Gray Building
500 S. Bronough Street
Tallahassee, Fl. 32399-0250

Re: Chapter 31, F.A.C. – Loxahatchee River Environmental Control District

Dear Mr. Reddick:

Chapter 2002-358, Laws of Florida, recodified the Loxahatchee River Environmental Control District (the "District"), created by chapter 71-822, Laws of Florida, as a multicounty independent special district of the state. As such, the District was no longer an "agency" as that term is defined in section 120.52(1)(a), Florida Statutes. With the recodification, the District's rulemaking authority and laws implemented were effectively repealed, thereby nullifying the rule chapter. Therefore, pursuant to Section 120.536(2)(a), Florida Statutes, the Department of State is charged with removing the rule from the Florida Administrative Code, effective May 15, 2002, the effective date of the law effecting the nullification, and update the historical notes of the code to show the rule chapter repealed by operation of law.

Please let me know if you have any questions.

Sincerely,

Kenneth J. Plante
Coordinator

KJP:tbm
cc: Curtis L. Shenkman

~~CHAPTER 31-15~~

~~INDEXING FINAL ORDERS~~

~~31-15.001 Authority~~
~~31-15.002 Purpose~~
~~31-15.003 Public Inspection and Duplication~~
~~31-15.004 Final Orders Indexed~~
~~31-15.005 Numbering of Final Orders~~
~~31-15.006 System for Indexing Final Orders~~
~~31-15.007 Maintenance of Records~~
~~31-15.008 Plan~~
~~31-15.009 Format for Final Order~~

~~31-15.001 Authority~~

~~These rules regarding the indexing, management, and availability of final orders are issued pursuant to Section120.533, Florida Statutes, and Chapter 1S-6, Florida Administrative Code, and have been approved by the Department of State pursuant to Section 120.53(2) (c),Florida Statutes.~~

~~*Specific Authority 120.533 FS. Law Implemented 120.53(2) - (4) FS. History-New 5-15-92.*~~

~~31-15.002 Purpose~~

~~The purpose of this chapter is to provide public access to and availability of final orders.~~

~~*Specific Authority 120.533 FS. Law Implemented 120.53(2) - (4) FS. History-New 5-15-92.*~~

~~31-15.003 Public Inspection and Duplication~~

~~The following shall be made available from the District for public inspection and copying, at no more than cost:~~

~~(1) All final orders.~~
~~(2) A current subject-matter index identifying final orders which are indexed.~~

~~*Specific Authority 120.533 FS. Law Implemented 120.53(2) (a) (1) - (5) FS. History-New 5-15-92.*~~

~~31-15.004 Final Orders Indexed~~

~~All agency final orders issued pursuant to Sections 120.565, 120.57 (1), (2), and (3), Florida~~

~~Statutes, shall be indexed.~~

~~*Specific Authority 120.533 FS. Law Implemented 120.53(2) (a) 3, 120.53(2) (d) FS. History-New 5-15-92.*~~

~~31-15.005 Numbering of Final Orders~~

~~(1) All final orders shall be sequentially numbered as rendered using a two-part number separated by a dash with the first part before the dash indicating the year and the second part indicating the numerical sequence of the order issued for that year beginning with number 1 each new calendar year. The assigned agency designation prefix, which is LRECD, shall precede the two-part number.~~

~~(2) The applicable order category shall be added as a suffix succeeding the agency designation prefix and two-part number. The order categories are as follows:~~

~~DS - Declaratory Statement~~
~~FOI - Final Order Informal Proceedings~~
~~FOF - Final Order Formal Proceedings~~
~~S - Stipulation~~
~~AS - Agreed Settlement~~
~~CO - Consent Order~~

~~*Specific Authority 120.533(1) (f) FS. Law Implemented 120.53(2) - (4) FS. History-New 5-15-92.*~~

~~31-15.006 System for Indexing Final Orders~~

~~(1) The index shall be alphabetically arranged by main subject headings taken from the Florida Statutes index, when applicable. The applicable titles of citations of the Florida Statutes construed within the final order may determine the main subject hearings and subheadings in the index. Main subject headings shall be all capital letters and shall be flush left on the page followed by relevant subheadings which shall be initial caps and lower case letters indented. Subheadings and sub-subheadings may be taken from the text of the Florida Statute being construed. Subheadings and sub-subheadings at equal indentations shall be alphabetized. The numbers of the final orders shall be listed sequentially in an indentation immediately below the applicable subheading. Cross references shall be used to direct the user to subject headings which contain the relevant information. Related key words (specific words, terms, and phrases) and common and colloquial words shall be listed and cross referenced to the appropriate main subject headings.~~

~~(2) The main subject headings shall be consulted by the agency's indexer and subsequent similar entries shall be indexed under the existing appropriate heading. The index shall be cumulative and shall be updated and made accessible to the public at least every 120 days. New main subject headings will be added when necessary. The index shall be cumulative for each calendar year.~~

~~(3) The agency clerk shall index final orders.~~

~~*Specific Authority 120.533(1) (f) FS. Law Implemented 120.53 (2) - (4) FS. History-New 5-15-92.*~~

~~31-15.007 Maintenance of Records~~

~~Final orders that comprise final agency action and that must be indexed pursuant to this chapter shall be permanently maintained by the agency pursuant to the retention schedule approved by the Department of State, Division of Library and Information Services.~~

~~*Specific Authority 120.533 (1) (j) FS. Law Implemented 119.041(2) FS. History-New 5-15-92.*~~

~~31-15.008 Plan~~

~~(1) The agency shall make final orders accessible and available to the public by sequentially numbering and indexing final orders that are required to be indexed.~~
~~The agency shall make the final orders and the subject matter index available to the public.~~

~~(2) The agency clerk or other person assigned by the agency shall assist the public in obtaining information pertaining to final orders.~~

~~(3) The system or process used by the agency to search and locate final orders required to be indexed is as follows: A binder of all final orders required to be indexed shall be maintained by the Director of Administrative Services of the District.~~

~~(4) The agency maintains and stores such final orders and index, in the offices of the agency at 2500 Jupiter Park Drive, Jupiter, Florida 33458-8964. The office is open to the public between the hours of 9:00 a.m. and 5:00 p.m., excluding holidays and weekends.~~

~~*Specific Authority 120.533(1) (j) FS. Law Implemented Ch. 91-30, SS10, Laws of Florida. History-New 5-15-92.*~~

~~31-15.009 Format for Final Order~~

~~The following format for a final order shall be used:~~

~~LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT~~

~~Petitioner,)~~

~~vs. Case or File No._____~~

~~Respondent, _____)~~
~~Final Order No. LRECD _ _____~~

~~In re: (Brief statement of subject and substantive statute, rule, etc., construed)~~

~~ORDER CATEGORY~~

~~STATEMENT OF THE CASE AND STATEMENT OF RECOMMENDED ORDER IF APPLICABLE~~

~~FINDINGS OF FACT~~

~~CONCLUSIONS OF LAW~~

~~STATEMENT OF ORDER~~

~~Done and ordered this_____ day of _____, 20__, in_____(city)_____, _____(county)_____, Florida.~~

~~By:_____/s/_____~~
~~Title~~

~~Attest:_____/s/_____~~
~~Title~~

~~Copies furnished to:~~

~~Filed this _____ day of _____, 20___.~~

~~_____/s/_____~~
~~(Agency Clerk)~~

~~*Specific Authority 120.533(1) (b), (i), (j) FS. Law Implemented 120.53(2) FS. History-New 5-15-92.*~~

Loxahatchee River District

Water Reclamation | Environmental Education | River Restoration

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D. Albrey Arrington, Ph.D., Executive Director

MEMORANDUM

TO: GOVERNING BOARD
FROM: D. ALBREY ARRINGTON, EXECUTIVE DIRECTOR
DATE: MAY 6, 2020
SUBJECT: LRD RULE CHAPTER 31-05 RULEMAKING PROCEEDING

In March, the Governing Board approved the LRD Rule and Policy Review Schedule and directed me to manage review of District Rules and Policies in accord with the schedule.

This month we are scheduled to review our rule Chapter 31-005 Rulemaking Proceeding. The current version of the rule was approved by the LRD Governing Board on October 20, 2011 after Mr. Shenkman provided a careful review and updates to the prior version.

The current version of the rule is attached following this memo. Based on our existing rule, we typically adhere to the following procedure when adopting, amending, or repealing a District rule:

1. Rule being considered for adoption, amendment, or repeal is included as an agenda item on Board agenda, which is published to our web page. (month 1)
2. Cover memo and marked-up rule is included in Board notebook, which is published to our web page and serves to meet the 'notice' requirement of 31-5.003. (month 1)
3. Board potentially receives public comment and discusses proposed adoption, amendment, or repeal of identified rule at public Board meeting, but no formal action is taken. (month 1)
4. Public Hearing Agenda for rule being considered for adoption, amendment, or repeal is published to our web page. (month 2)
5. Rule being considered for adoption, amendment, or repeal is included as an agenda item on Board agenda, which is published to our web page. (month 2)
6. Cover memo and marked-up rule is included in Board notebook, which is published to our web page. (month 2)
7. Public hearing for rule being considered for adoption, amendment, or repeal occurs. (month 2)
8. Board receives public comment and takes action on proposed adoption, amendment, or repeal of rule. (month 2)

This procedure gives the public two public Board meetings at which to express their support for or opposition to the proposed rulemaking activity.

I am happy to report that both Mr. Shenkman and I have carefully reviewed our rule Chapter 31-05 and we do not have any suggested revisions to the rule. Barring any concerns identified by the Board or the public, I offer the following motion for your consideration:

> "**THAT THE GOVERNING BOARD ratifies the existing LRD Rule Chapter 31-005 Rulemaking Proceedings.**"

Gordon M. Boggie, Board Member | Dr. Matt H. Rostock, Board Member | Stephen B. Rockoff, Chairman | Harvey M. Silverman, Board Member | James D. Snyder, Board Member

CHAPTER 31-5

RULEMAKING PROCEEDING

31-5.001	Commencement of Proceedings
31-5.002	Notice of Proceeding and the Proposed Rules
31-5.003	Content of Notice
31-5.004	Petitions to Initiate Rulemaking Proceedings
31-5.005	District Action on Petitions to Initiate Rulemaking Proceedings
31-5.006	(repealed)
31-5.007	Rulemaking materials
31-5.008	Rulemaking Proceeding – No Hearing
31-5.009	Rulemaking Proceeding – Hearing
31-5.010	Incorporation by Reference
31-5.011	Emergency Rule Adoption

31-5.001 Commencement of Proceedings. Proceedings held for the adoption, amendment or repeal of a District rule shall be conducted according to these rules. Rulemaking proceedings are initiated by the District, on its own initiative, or on the petition of a person regulated by the District, or on the petition of a person having a substantial interest in a District rule. A proceeding shall be deemed to have been initiated upon publication of notice by the District.

Specific Authority and Law Implemented Laws of Florida, Chapter 2002-358 §(6)(19) History-New 12-31-74, Amended 6-10-75, 3-23-80, 10-20-2011.

31-5.002 Notice of Proceeding and the Proposed Rules.

(1) Except as provided in 31-5.011, notice of its intention to adopt, amend, or repeal a rule shall be published by the District on its website at least fourteen (14) days prior to the adoption, amendment or repeal.

(2) Upon the publication of notice of its intention to adopt, amend or repeal a rule, a draft of the proposed rules shall be made available to the public.

Specific Authority and Law Implemented Laws of Florida, Chapter 2002-358 §(6)(19). History-New 12-31-74, amended 3-23-80, 10-20-2011.

31-5.003 Content of Notice. The notice must include the subject matter of the rulemaking and the text of the proposed rule may be included in the notice.

Specific Authority and Law Implemented Laws of Florida, Chapter 2002-358 §(6)(19) . History-New 12-31-74, Amended 6-10-75, 3-23-80, 10-20-2011.

31-5.004 Petitions to Initiate Rulemaking Proceedings.

(1) All petitions for the initiation of rulemaking proceedings must contain the name and address of the petitioner, specific action requested, the date submitted, and shall specify the proposed rule.

(2) Any interested person may file a statement in support of or in opposition to any petition for the initiation of rulemaking proceedings. The interested person shall furnish the petitioner with a copy upon filing of the statement with the District.

Specific Authority and Law Implemented Laws of Florida, Chapter 2002-358 §(6)(19). History-New 12-31-74, Amended 6-10-75, 3-23-80, 10-20-2011.

31-5.005 District Action on Petitions to Initiate Rulemaking Proceedings.

(1) Upon receipt of any petition for the initiation of rulemaking, the District shall assign the petition an identification number. The District shall publish notice of receipt and disposition on its website.

(2) If the District determines that the petitioner is not regulated by the District or does not have a substantial interest in the District rule, or does not have the interest as stated in the petition, or the subject matter of the requested rulemaking is not required to be addressed by the District as determined by the District's Governing Board, the District may forthwith deny the petition, and shall notify the petitioner in writing of the denial. If the District determines that the petition should be considered further, the District shall issue notice and initiate such District action. If the District determines that rulemaking should not be initiated, a written statement of the determination shall be provided to the petitioner.

Specific Authority and Law Implemented Laws of Florida, Chapter 2002-358 §(6)(19). *History-new 12-31-74, amended 6-10-75, 3-23-80, 10-20-2011.*

31-5.007 Rulemaking Materials. After the publication of notice initiating rulemaking, the District shall make available for public inspection and shall provide upon request, copies of the text of the proposed rule, or any amendment, or repeal of any existing rule.

Specific Authority and Law Implemented Laws of Florida, Chapter 2002-358 §(6)(19). *History-New 3-23-80, 10-20-2011.*

31-5.008 Rulemaking Proceeding – No Hearing. When no hearing is requested, and when the District chooses not to initiate a hearing on its own, the District may direct that the proposed rule be considered on its consent agenda.

Specific Authority and Law Implemented Laws of Florida, Chapter 2002-358 §(6)(19). *History-New 3-23-80, 10-20-2011.*

31-5.009 Rulemaking Proceeding – Hearing.

(1) If the proposed rule does not relate exclusively to organization, practice or procedure, the District shall provide, upon request, a public hearing for presentation of evidence, argument and oral statements, within the reasonable conditions and limitations imposed by the District to avoid duplication, irrelevant comments, unnecessary delay or disruption of the proceeding.

Written statements may be submitted to the District prior to the hearing by any person, and may be considered and made a part of the record if authorized by the District.

(2) A public hearing shall be held if an affected person requests a hearing within fourteen (14) days after the date of publication of the notice. The District may decide on its own initiative to hold a public hearing and shall publish notice of this fact.

(3) The District shall prepare an agenda for the hearing that provides affected persons with sufficient time to present evidence, argument or oral statements, and other information.

(4) The District may take official recognition of any material that is of common and general knowledge, authoritatively well settled and free from uncertainty. If the material is officially recognized by the District, it is deemed to be admissible without the necessity of the offering party presenting evidence. This material shall be part of the record and all affected persons shall be given a reasonable opportunity to examine and offer evidence and argument in opposition.

(5) Upon request of any affected person, the District shall cause to be made a transcript of the proceeding and copies of the transcript of the proceeding shall be available to the public. Cost of preparing the transcript and having the proceeding recorded shall be paid by the requesting person. A copy of the transcript shall be available to the public at cost.

(6) The Chairman of the Governing Board, any member thereof or any person designated by the Chairman may preside at a hearing. If requested by the Chairman, following the hearing the Executive Director shall provide a statement of changes which will be recommended in the proposed rule, to any person who requests it at the hearing, and shall prepare a summary of such hearing and recommendations for changes in the proposed rule to the Governing Board for final consideration.

Specific Authority and Law Implemented Laws of Florida, Chapter 2002-358 §(6)(19). *History-New 12-31-74, Amended 6-10-75, 3-23-80, 10-20-2011.*

31-5.010 Incorporation by Reference. Any rule, standard, specification or similar material which is generally available to affected persons, which includes material available on the District's website may be incorporated in a rule, by reference.

Specific Authority and Law Implemented Laws of Florida, Chapter 2002-358 §(6)(19). *History-New 12-31-74, amended 6-10-75, 3-23-80, 10-20-2011.*

31-5.011 Emergency Rule Adoption.

(1) The District may adopt an emergency rule if the District finds that immediate danger to the public health, safety and welfare exists, or which could exist, which requires immediate District action.

(2) Unless it defeats the purpose of any emergency rule, the District should notify the Palm Beach Post and place a notice of emergency rulemaking on the District's website before adopting an emergency rule. The District shall permit, upon request, any affected persons to present testimony, evidence, and submit written statements.

(3) Upon the request of any affected person, the District shall cause a transcript to be made of the proceeding and shall compile a record, consisting of the transcript, copies of the notice , and any other matter of information considered by the District in adopting the emergency

rule. Cost of preparing the transcript and having the proceeding recorded shall be paid by the requesting person. A recording may be made of the proceeding.

(4) Notwithstanding subsection (2) and (3) above, the District may use any procedure which is fair under the circumstances in the adoption of any emergency rule as long as it protects the public interest.

Specific Authority and Law Implemented Laws of Florida, Chapter 2002-358 §(6)(19). *History-New 12-31-74, amended 6-10-75, 3-23-80, 10-20-2011*.

Loxahatchee River District

Water Reclamation | Environmental Education | River Restoration

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D. Albrey Arrington, Ph.D., Executive Director

MEMORANDUM

TO: GOVERNING BOARD
FROM: D. ALBREY ARRINGTON, Ph.D.
DATE: MAY 7, 2020
SUBJECT: RULE 31-10 RATES, FEES, & CHARGES – COVID-19 CONSIDERATIONS

The USA is in the midst of responding to a global pandemic caused by a new coronavirus (COVID-19). On March 1, 2020 Governor DeSantis directed the Florida Surgeon General to declare a public health emergency in response to COVID-19. On March 9, 2020 Governor DeSantis issued Executive Order 20-52 that declared a state of emergency for the entire state of Florida as a result of COVID-19. Governor DeSantis' subsequent COVID-19 related Executive Orders have directed all persons in Florida to limit their movements and personal interactions, what has commonly become known as 'social distancing'. These Executive Orders have resulted in wide-spread economic impacts that likely will continue for some time to come.

Given our role as critical service provider to our community, the Loxahatchee River District has maintained functionality, i.e., we have continued to collect, transmit, and treat wastewater and distribute I.Q. Water. Staff are proud to serve our community and maintain essential functions through these uncertain times.

At the March 19, 2020 LRD Governing Board meeting, the Governing Board unanimously approved the following motion: "*That the District Governing Board direct staff to temporarily forbear new lien procedures and their associated fees, excluding lien amendments, from March 20, 2020 through September 30, 2020.*" These proactive efforts were designed to lessen the financial impact on our customers. Now that societal and financial impacts from COVID-19 have persisted for months, it may be time to consider additional accommodations to assist our customers.

The largest financial impact we may have on a customer is a neighborhood sewering assessment. These assessments typically range from $6,000 to $20,000 and may be paid through the non-*ad valorem* tax roll over 20 years at 6.875% interest. Approximately 30% of customers have fully paid their sewer assessment. For customers that pay their sewer assessment on their annual tax bill, their average annual sewer assessment charge is $870.15 per year.

The second largest financial impact we may have on a customer is application of our connection charges (plant connection charge + regional transmission system line charge + administrative charge). These connection charges equal $4,342.2 for a new home with three toilets and are required to be paid prior to connection to our sewer system for new construction. For homes impacted by neighborhood sewering, connection charges may be paid over 3 years at 8% interest (see highlighted portion of section 31-10.005). You may consider increasing the period over which these fees are paid and/or reducing the associated interest rate.

All of our customers pay Quarterly Service Charge for Sewer Service (quarterly fees). Residential customers pay per toilet ($82.73 per quarter for a home with three toilets), while non-residential customers pay quarterly fees based on metered water usage ($6.29 per 1,000 gallons of water used). Our

Gordon M. Boggie, Board Member | Dr. Matt H. Rostock, Board Member | Stephen B. Rockoff, Chairman | Harvey M. Silverman, Board Member | James D. Snyder, Board Member

quarterly fees become delinquent if not paid during the service period (quarter), and we apply a delinquent fee equal to 10% of the delinquent quarterly fees to accounts with a delinquent balance of $20.00 or more (see 31-10.009(3)). There is an opportunity to defer or forbear delinquent quarterly fees. For a delinquent residential customer the typical late fee is $5 to $9 per quarter, but can be substantially higher for non-residential customers.

While we desire to accommodate financial impacts to our customers, we also want to continue to achieve our mission. Therefore, based on the environmental impact of septic effluent on natural systems, I suggest we maintain compliance with Florida Statute 381.00655(1)(a) "The owner of a properly functioning onsite sewage treatment and disposal system, excluding an approved onsite graywater system, must connect the system or the building's plumbing to an available publicly owned or investor-owned sewerage system within 365 days after written notification by the owner of the publicly owned or investor-owned sewerage system that the system is available for connection." Specifically, I suggest we maintain our requirement to connect to an available sewer system within one year of availability (see 31-10.011).

Staff are seeking Board direction regarding potential accommodations that might be made for LRD customers financially impacted by the local, regional, state, and federal responses to COVID-19. While no specific Board action is requested at this time, staff look forward to Board input and direction on potential actions or accommodations that may be considered at our June Governing Board meeting.

RULES

OF THE

LOXAHATCHEE RIVER
ENVIRONMENTAL CONTROL DISTRICT

CHAPTER 31-10

SCHEDULE OF RATES, FEES AND CHARGES

FOR THE USERS OF THE REGIONAL WASTEWATER SYSTEM

31-10.001	Definitions.
31-10.002	Residential Equivalent Connections.
31-10.003	Non-Residential Equivalent Connections.
31-10.004	Application for Sewer Service.
31-10.005	Plant Connection Charges, Regional Transmission System Line Charges, Administrative Charges, and Subregional Line Charges for Residential and Non-Residential Units.
31-10.006	Special Assessments
31-10.007	Quarterly Service Charges for Sewer Service.
31-10.008	Determination of Equivalent Connections.
31-10.009	Responsibility for Payment and Enforcement of Collections.
31-10.010	Payment of Certain Rates, Fees and Charges; Developer Agreement.
31-10.011	Connection to Sewer Required.
31-10.012	Exceptions to the Payment of Connection Charges.
31-10.013	Irrigation Quality Water User; Rates, Fees and Charges for Irrigation Quality Water Services; Irrigation Quality Water Agreements.
31-10.014	Low Pressure Pump Unit Delivery Procedures & Delivery Charge.

31-10.001 Definitions.

(1) Equivalent Connections – The term "equivalent connections" shall be a multiple factor determined by the amount of toilets (water closets) per individual residential and non-residential unit, the estimated public usage or average flow of wastewater per day, or a combination of the above which may be connected with or used by each parcel of land which may be connected with or used by the regional wastewater system of the District, as more particularly set forth in Sections 31-10.002 and 31-10.003 herein.

(2) Residential Unit – Residential Unit shall consist of a residential living unit or structure directly or indirectly connected to the regional wastewater system of the District including but not limited to single family dwelling, detached guest house with toilet, detached living structure with toilet and kitchen sink, and each separate living unit of duplexes, apartment houses, townhouses, condominiums and cooperative apartments.

(3) Non-residential Unit – Non-residential unit shall consist of a non-residential building or structure connected to the regional wastewater system of the District including, but not limited to, hotels, motels and boarding houses, wholesale and retail businesses, professional offices, schools, warehouses (including each individual bay) and without limitation all other buildings and structures of a commercial, public or quasi-public nature. Where appropriate, multiple buildings may be considered as a single Non-residential unit as determined by the District.

(4) Regional Wastewater System – The term "Regional Wastewater System" means any plant, facility or property; and additional extensions, and improvements thereto at any future time constructed or acquired as part thereof, useful or necessary, or having the capacity for future use in connection with the collection, transmission, treatment, purification or disposal of sewage of any nature or originating from any source, including industrial wastes resulting from any processes of industry, manufacture, trade or business, or from the development of any natural resources; and without limiting the generality of the foregoing definition, shall include treatment plants, pumping stations, lift stations, valves, force mains, intercepting sewers, laterals, pressure lines, mains and all necessary appurtenances and equipment; all sewer mains and laterals for the reception and collection of sewage from premises connected therewith; and shall include all real and personal property and any interest therein, rights, easements and franchises of any nature whatsoever relating to any such sewer system and necessary or convenient for the operation thereof, of the District.

(5) Transmission System Master Plan – Report on "Wastewater Collection System Master Plan" for the District dated February 1981 or the latest updated version of the report

approved by the Governing Board of the District. The report contains maps and describes those transmission mains, pump stations, lift stations, gravity collectors and interceptors, which constitute the facilities of the regional transmission system.

(6) Regional Transmission Facility – Regional transmission facilities consist of transmission lines, force mains, gravity interceptors, lift stations or pump stations which collect wastewater from two or more sub-regions and transport the wastewater to the District treatment plant. The regional transmission facilities size and location are described in the latest transmission master plan or amendments to the regional transmission master plan.

(7) Subregional Collection Facilities – Consist of neighborhood gravity collection lines, collection man holes, force mains, lift stations and pump stations intended primarily to collect and transport wastewater from the subregional system to the regional transmission facility.

(8) Capital Cost – Capital cost of regional transmission facilities shall consist of construction cost plus an allowance for associated cost. Construction costs include, but are not limited to, the cost of installation of pipelines, special fittings, valves, pumps, appurtenances and the cost of acquiring permanent and construction right-of-ways and easements. Allowances for associated costs include engineering services, legal, fiscal, contingencies and administrative cost. In no event will the allowance for associated cost exceed 25 percent of the construction cost.

(9) Plant Connection Charge – The Plant Connection Charge shall be defined as the charge which shall be paid for each equivalent connection, prior to connecting to the regional wastewater system of the District, and credit for which shall run with and be appurtenant to the land. The Plant Connection Charge shall be due and payable prior to the time connection is made to the system. Credit for the Plant Connection Charge, once paid is not transferable except upon approval of the District upon such terms as the District may make. In no case shall Plant Connection Charge be refunded for a Residential or Non-residential Unit not connected within one year of sewer being declared available. Plant Connection Charges are determined as set forth hereafter in this rule and may be changed from time to time in accordance with the law

(10) Regional Transmission System Line Charge – The District shall collect from each user that directly or indirectly physically connects to the District's regional wastewater system from and after the effective date hereof, and from those owners of property that have made a direct or indirect physical connection to any such regional wastewater system facility prior to the effective date of this rule and who have agreed to pay a Regional Transmission System Line Charge when same is adopted. Regional Transmission System Line Charges are determined as set forth hereafter in this rule and may be changed from time to time in accordance with the law.

(11) Administrative Charge – The Administrative Charge shall be defined as the charge to offset administrative, legal, engineering, and inspection expenses associated with new development and which shall be paid for each equivalent connection prior to signing a Standard Developer Agreement or prior to connecting to the District's regional wastewater system, whichever comes first. Administrative Charges are determined as set forth hereafter in this rule, are not refundable, and may be changed from time to time in accordance with the law.

(12) Available Sewer System of the District – For purposes of this rule, a District sewer system shall be considered "available" to an owner whenever a District sub-regional collection line or other point of District sewerage collection shall be 100 feet (100') or less away from owner's property line as measured from said property line to the point of sewerage collection without crossing the private property of another than owner, and in accordance with District Rule 31-3.003(3) and Florida Statutes 381.0065(2)(a) when the Florida Department of Health releases the system for service, which is the date of actual "Availability".

(13) District – The term "District" shall apply to the Loxahatchee River Environmental Control District, a separate local agency of government created by a special act of legislation, Chapter 71-822, Laws of Florida, as amended.

(14) Reserve Service Availability – The term "Reserve Service Availability" shall be defined as the right of an owner to receive sewer service in the regional wastewater system of the District upon reasonable demand.

(15) Quarterly Service Charge – The term "Quarterly Service Charge" shall be defined as the periodic charge which shall be paid for each equivalent connection commencing when the equivalent connection is connected to the Regional Wastewater System of the District, or within one year of the time the connection is available, whichever occurs first, and shall be billed in advance. Quarterly Service Charges are determined as set forth hereafter in this rule and may be changed from time to time in accordance with the law.

(16) Quarterly Service Availability Standby Charge – The term "Quarterly Service Availability Standby Charge" shall be defined as the periodic charge which shall be paid for each equivalent connection, commencing upon the signing of a Standard Developer Agreement, and shall be computed at the rate of 68% of the Quarterly Service Charge per equivalent connection as the latter may be changed from time to time in accordance with the law.

(17) Estoppel Fee – The Estoppel Fee shall be defined as the charge to offset administrative and legal expenses associated with providing information to parties requesting the status in writing for justifiable reliance purposes as to rates, fees and charges due to the District for

a specific property. An Estoppel Fee is determined at $25.00 per Estoppel letter provided by the District and may be changed from time to time in accordance with the law.

(18) Owner – An Owner shall be defined as the legal owner of a property served by the District. Where appropriate, the District may treat a Property Owners Association, Homeowners Association, Property Manager, or other legally authorized representative of the Owner as the Owner (e.g., regarding billing and other communications).

(19) Delinquent Quarterly Service Charge for Sewer Service – A Quarterly Service Charge for Sewer Service shall be delinquent if not paid during the service period.

(20) Account – The District shall establish an account for each property connected to the District's sewer system. No more than one account will be established per unique Property Control Number (PCN) as established by either Martin County or Palm Beach County.

Specific Authority Chapter 71-822, Special Acts of Florida, 1971, as amended by Chapters 75-475, 76-431, 78-559 and 78-561, Laws of Florida. Law Implemented Chapter 71-822, Section 6(8) and (11), and Section 8; and Sections 6(9), (12) and (27) as amended by Chapter 76-429. History – New 12-9-76, Amended 9-26-78, 5-21-81, 3-15-2012, 3-20-2014, 3-19-2015, 6-18-2015, 3-17-2016, 3-21-2019. Formerly 31-10.01.

31-10.002 Residential Equivalent Connections

(1) Residential equivalent connections for the purpose of determining Plant Connection Charges, regional transmission system Line Charges, Administrative Charges, and Quarterly Service Charges and such other reasonably related purposes, shall be as follows:

(a) One (1) toilet (water closet) equals 1.000 equivalent connections.

(b) Two (2) toilets (water closets) equals 1.250 equivalent connections.

(c) Three (3) toilets (water closets) equals 1.500 equivalent connections.

(d) Four (4) or more toilets (water closets) equals 1.750 equivalent connections.

(2) Nurseries/Day Care Centers shall have residential equivalent connections for purposes of Plant Connection Charges, Regional Transmission System Line Charges, Administrative Charges, Quarterly Service Availability Standby Charges, and Quarterly Service Charges, and shall be based on the rate of 1.0 residential equivalent connection per 550 square feet of gross space.

(3) Live/Work Units (as such zoning designation is approved, determined and defined by the local zoning authority) shall have residential equivalent connections for purposes of Plant Connection Charges, Regional Transmission System Line Charges, Administrative Charges, Quarterly Service Availability Standby Charges, and Quarterly Service Charges based upon two components: (i) The Residential ("Live") component based upon the number of toilets in the entire

Live/Work Unit shall have the number of equivalent connections as set forth in subsection (1) above plus (ii) the Limited Non-Residential ("Limited Work Unit"), defined as the uses total gross floor area does not exceed 500 square feet, component shall be deemed to be an additional .50 equivalent connections, or (iii) the Standard Non-Residential ("Standard Work Unit"), defined as the uses total gross floor area exceeds 500 square feet, component shall be deemed to be an additional 1.0 equivalent connections.

TYPE OF USE	**EQUIVALENT CONNECTIONS**
Residential Unit with 1 toilet	1.0
Residential Unit with 2 toilets	1.25
Residential Unit with 3 toilets	1.50
Residential Unit with 4 or more toilets	1.75
Nurseries/Day Care	1.0/550 square feet
Limited Live/Work Unit (500 sq. ft. or less of work use) as designated by zoning authority	0.5/unit
Standard Live/Work Unit (more than 500 sq. ft. of work use) as designated by zoning authority	1.0/unit

Specific Authority Chapter 2002-358, Laws of Florida, Law Implemented Chapter 2002-358, Laws of Florida , Sections 6(8) and (11), and Section 8; and Sections 6(9), (12) and (27). History-New 12-9-76, Amended 9-26-78, 5-21-81, 6-30-85, 11-1-98, Formerly 31-10.02. Amended 3-17-2005, 3-16-2006, 3-15-2012, 3-20-2014, 6-18-2015.

31-10.003 Non-Residential Equivalent Connections.

(1) For the purpose of determining Plant Connection Charges, Regional Transmission System Line Charges, Administrative Charges, Quarterly Service Availability Standby Charges, Quarterly Service Charges and such other reasonably related purposes, equivalent connections for non-residential units shall consist of the highest number of equivalent connections reflected in subsections (a) and (b) below or in accordance with calculations derived from use of subsection (c) below (if applicable), or if (a), (b) or (c) are not applicable as determined by the Governing Board, then by (d) below:

(a) A minimum of one (1) equivalent connection per non-residential unit, as defined herein; or

(b) One (1) equivalent connection per toilet (water closet); or

(c) Equivalent connections in accordance with the following non-residential businesses, occupations and uses, based upon the maximum occupancy per fire code design where applicable:

TYPE OF USE	EQUIVALENT CONNECTIONS
Tavern (Bar)	.04/seat
Restaurant (regular)	.06/seat
Restaurant (24 hours)	.10/seat
Trailer Park and Mobile Home Park	1/space
Hotel/Motel (no Bar or Restaurant)	1.0/unit + 1.0 per common area and/or employee toilet Bar/Restaurant calculated separately
Hospital	.80/bed + 1.0 per common area and/or employee toilet
Nursing/Rest Home	.40/bed + 1.0 per common area and/or employee toilet
Assisted Living Facility / Adult Congregate Living Facility	.575/bed + 1.0 per common area and/or employee toilet
High School and Middle School	.08/pupil
Elementary School and Pre-School	.06/pupil
Office Buildings	.75/1000 sq. ft. (Gross Bldg. Area) or 1.0 per toilet whichever is greatest
Large Single Use Retail (>20,000 sq. ft.)	.50/1000 sq. ft. (Gross Bldg. Area) or 1.0 per toilet whichever is greatest
Laundromats	1.1/washing machine
Recreational Vehicle (RV) Park	0.75/Recreational Vehicle Space + 1.0 per common area and/or employee toilet
Swimming Pool Backwash Discharge	0.1/3,000 gallons
Elevator Sump	0.5/sump
Marina pump out station	1.0/pump out station
Public toilets in parks	1/toilet
Quasi-public toilets e.g., community recreation areas	1/toilet

or, (d) As may be designated by motion of the Governing Board of the District upon presentation of good and sufficient evidence to merit other specific determination.

Specific Authority Chapter 2002-358, Laws of Florida. Law Implemented Chapter 2002-358, Sections 6(8) and (11), and Section 8, and Sections 6(9), (12) and (27). History-New 12-9-76, Amended 6-25-78, 9-26-78, 5-21-81, 4-25-84, 6-30-85. Formerly 31-10.03. Amended 3-23-00, 3-17-05, 3-16-06, 03-18-10, 3-20-2014, 6-18-2015, 3-17-2016.

31-10.004 Application for Sewer Service.

An application for sewer service shall be made by the legal owner of the property (hereinafter referred to as the "Owner"). Before any Owner receives sewer service from the District, the Owner shall submit an application to the District on a form created by the District for such purpose. The application shall be submitted to the District's Customer Service Department. The Owner shall pay any outstanding and/or delinquent fees and charges owed to the District for the subject property as a condition of the Application for Sewer Service being complete.

The Fair and Accurate Credit Transaction Act of 2003 requires that the District obtain positive identification from Owner requesting utility service. Therefore, all new Owners shall submit an application for sewer service in person and provide proper personal identification and proof of ownership of the property at which sewer service is desired. The District may accept telephone or electronic orders for utility service from existing customers (i.e., those Owners with an active District account) provided that the Owner provides the District proper personal identification (driver's license number or state identification card number) that matches the previous information in the Owner's record and proof of ownership of the property at which service is desired.

The receipt of an application by the District does not constitute a guarantee of sewer service.

Specific Authority Chapter 71-822, Special Acts of Florida, 1971, as amended. Law Implemented Chapter 71-822, Section 6(9) and (11). History - New 12-9-76. Repealed 12-12-78, Formerly 31-10.04. New 3-19-2015 as to Application for Sewer Service.

31-10.005 Plant Connection Charges, Regional Transmission System Line Charges and Subregional Line Charges for Residential and Non-Residential Units.

(1) Plant Connection Charges, Regional Transmission System Line Charges and Subregional Line Charges (where applicable) for Residential and Non-Residential units for the use of and the services and facilities to be furnished by the Regional Wastewater System of the District shall be paid by the owner of each lot or parcel of land which may be connected with or used by such system or systems of the District.

(2) Effective 1 April 1981, all residential and non-residential Plant Connection Charges and Regional Transmission System Line Charges shall be based on the schedules in effect at the time of service contractual commitment by the District as listed below:

PLANT CONNECTION CHARGES

1 April 2020 thru 31 March 2021 - @ $2,067 per E.C.

1 April 2021 thru 31 March 2022 - @ $2,108 per E.C.

1 April 2022 thru 31 March 2023 - @ $2,171 per E.C.

1 April 2023 thru 31 March 2024 - @ $2,236 per E.C.

1 April 2024 thru 31 March 2025 - @ $2,303 per E.C.

REGIONAL TRANSMISSION SYSTEM LINE CHARGES

1 April 2020 thru 31 March 2021 - @ $684 per E.C.

1 April 2021 thru 31 March 2022 - @ $698 per E.C.

1 April 2022 thru 31 March 2023 - @ $719 per E.C.

1 April 2023 thru 31 March 2024 - @ $741 per E.C.

1 April 2024 thru 31 March 2025 - @ $763 per E.C.

ADMINISTRATIVE CHARGES

1 April 2020 thru 31 March 2021 - @ $143.80 per E.C.

1 April 2021 thru 31 March 2022 - @ $146.68 per E.C.

1 April 2022 thru 31 March 2023 - @ $151.08 per E.C.

1 April 2023 thru 31 March 2024 - @ $155.61 per E.C.

1 April 2024 thru 31 March 2025 - @ $160.28 per E.C.

Said commitment of service shall not exceed those total capacity limitations as authorized for commitment by the Governing Board of the District. The full amount of the Regional Transmission System Line Charges and Administrative Charges shall be due and payable in cash (or by contract to provide capital costs and to construct certain portions of the Regional Transmission System) at the time commitment of service is made.

(3) Notwithstanding Section 31-10.005 (2) above, effective 1 April 1995, those properties having (or which previously had) buildings or structures having certificates of occupancy prior to 1 April 1981, shall pay the full Plant Connection Charge established in Section 31-10.005(2) less a subsidy of Five Hundred ($500.00) Dollars, provided they are paid for and connected to the Regional Sewer System within one year of the time that lines serving said property are formally declared available by the Governing Board of the District. Notwithstanding

Section 31-10.005 (2) above, the Plant Connection Charge for those buildings or structures having certificates of occupancy prior to notice of sewer availability, can be financed using the District's Installment Agreement method of collection over three (3) years at 8.0% interest, with no prepayment penalty. Should any structure or building not be paid for or financed using the District's Installment Agreement and connected to the District's system within one year of the time that the line serving said property is formally declared available by the District's Governing Board, it will at the time of connection pay full Plant Connection Charges, Regional Transmission System Line Charges, and Administrative Charges as are applicable to new construction at time that connection is made regardless of the date of certificate of occupancy.

(4) Those buildings or structures with existing contracts for service with the District as of the effective date hereof shall pay Plant Connection Charges and, where applicable Regional Transmission System Line Charges and Administrative Charges of the amounts indicated in those contracts that are to be paid for capital improvement charges, and such Plant Connection Charges and, where applicable Regional Transmission System Line Charges and Administrative Charges shall not be subject to increase.

(5) Subregional Line Charges. The District may, based on environmental public welfare, engineering and/or financial considerations, construct and extend Subregional Collection Facilities to Existing Residential and/or non-residential properties. The District shall collect the costs of extending the Subregional Collection Facilities through the apportionment of the Costs to each of the benefited properties. Such charges shall be payable commencing when the equivalent connection is connected to the Regional Wastewater System of the District, or within one year of the time the connection is available, whichever occurs first. All sub-regional line charges shall be adjusted each April 1st based on the 10-Year Treasury Rate published by the US Department of Treasury on February 1st.

(5)(a) Western Indiantown Road Subregional Collection Facilities: Subregional Transmission System Line Charges for the Western Indiantown Road Subregional Collection Facilities shall be $1,791.72 per E.C. through March 31, 2021. Commitment of service shall not exceed those total capacity limitations as authorized for commitment by the Governing Board of the District. The full amount of the Subregional Line Charges shall be due and payable at the time commitment of service is made. Those buildings or structures having certificates of occupancy prior to January 20, 2012, the date this transmission system line was deemed available, may finance this Subregional Line Charge over twenty (20)

years at 6.875% interest, with no pre-payment penalty, to be collected by Non-Ad Valorem tax roll.

5(b) Inlet Village Subregional Line Charge for Inlet Village Subregional Collection Facilities. The rate of the Inlet Village Subregional Line Charge shall be $2143.43 per equivalent connection (E.C.) through March 31, 2021. Commitment of service shall not exceed those total capacity limitations as authorized for commitment by the Governing Board of the District. The full amount of the Subregional Line Charges shall be due and payable at the time commitment of service is made, except those buildings or structures having certificates of occupancy prior to the date this transmission system line is deemed available, may finance this Subregional Line Charge over twenty (20) years at 6.875% interest, with no pre-payment penalty, to be collected by Non-Ad Valorem tax roll.

Specific Authority Chapter 71-822, Special Acts of Florida, 1971, as amended, and Florida Statutes 381.00655. Law Implemented Chapter 71-822, Section 6(8) and (11), and Section 8; and Sections 6(9), (12) and (27) as amended by Chapter 76-429. History - New 12-9-76, Amended, 9-26-78, 12-12-78, 5-21-81, 5-24-82, 4-24-83, 4-25-84, 6-30-85, Formerly 31-10.05. Amended 6-30-86, 5-4-87, 4-17-88, 5-3-89, 5-13-90, 5-7-92, 5-9-93, 5-9-94, 5-19-96, 7-14-97, 11-1-98, 6-22-99, 3-23-00, 3-15-01, 3-21-02, 3-20-03, 3-18-04, 3-17-05, 3-16-06, 3-15-07, 3-20-08, 3-19-09, 3-18-10, 3-17-11, 3-15-2012, 6-21-2012, 3-21-2013, 3-20-2014, 3-19-2015, 3-17-2016, 3-16-2017, 3-21-2019.

31-10.006 Special Assessments.

Special Assessments for residential and non-residential use of and the services and facilities to be furnished by the Regional Wastewater System of the District shall consist of those special assessments approved, set, and levied by the Governing Board of the District on the basis of the total cost to the District of construction, reconstruction, labor, materials, acquisition, property rights, surveys, design, engineering, legal, administration, operation, maintenance, and all other expenses necessary or incidental to completion of the specially assessed improvements, and are due and payable with interest at the time of transfer of the underlying real property for consideration as an at-arms-length transaction, unless transferred to the real estate tax bill for the property as a continuing obligation of the property until paid in full.

Specific Authority Chapter 71-822, Special Acts of Florida, 1971, as amended, and Florida Statutes 381.00655. Law Implemented Chapter 71-822, Section 6(8) and (11), and Section 8; and Sections 6(9), (12) and (27) as amended by Chapter 76-429. History - New 12-9-76, Amended, 9-26-78, 12-12-78, 5-21-81, 5-24-82, 4-24-83, 4-25-84, 6-30-85, Formerly 31-10.05. Amended 6-30-86, 5-4-87, 4-17-88, 5-3-89, 5-13-90, 5-7-92, 5-9-93, 5-9-94, 5-19-96, 7-14-97, 11-1-98, 6-22-99, 3-23-00, 3-15-01, 3-21-02, 3-20-03, 3-18-04, 3-17-05, 3-16-06, 3-15-07, 3-20-08, 3-19-09,3-18-10, 3-17-11. 3-15-2012.

31-10.007 Quarterly Service Charges for Sewer Service.

(1) Quarterly Service Charges shall be payable by the owner commencing when the equivalent connection is connected to the Regional Wastewater System of the District, or within one year of the time the connection is available, whichever occurs first, and shall be billed in advance. Notwithstanding any other provision of this section, an owner that has established a tenant as the bill recipient for the Quarterly Service Charge prior to April 1, 2015 may continue to have the established tenant listed as the bill recipient for the Quarterly Service Charge until such time as that tenant relationship changes (e.g., new owner(s) or new tenant(s)).

(a) The Quarterly Service Charge for Residential Units shall be:

For the period of 1 April 2020 thru 31 March 2021 - $55.15 per E.C.

For the period of 1 April 2021 thru 31 March 2022 - $56.25 per E.C.

For the period of 1 April 2022 thru 31 March 2023 - $57.38 per E.C.

For the period of 1 April 2023 thru 31 March 2024 - $59.10 per E.C.

For the period of 1 April 2024 thru 31 March 2025 - $60.87 per E.C.

(b) The Quarterly Service Charge for Non-residential Units shall be as follows:

For the period of 1 April 2020 thru 31 March 2021 - $6.29 per thousand gallons of metered Water usage;

For the period of 1 April 2021 thru 31 March 2022 - $6.42 per thousand gallons of metered Water usage;

For the period of 1 April 2022 thru 31 March 2023 - $6.55 per thousand gallons of metered Water usage;

For the period of 1 April 2023 thru 31 March 2024 - $6.75 per thousand gallons of metered Water usage;

For the period of 1 April 2024 thru 31 March 2025 - $6.95 per thousand gallons of metered Water usage;

provided that the minimum Quarterly Service Charge for Non-residential Units shall be as follows:

For the period of 1 April 2020 thru 31 March 2021 - $75.47

For the period of 1 April 2021 thru 31 March 2022 - $76.98

For the period of 1 April 2022 thru 31 March 2023 - $78.52

For the period of 1 April 2023 thru 31 March 2024 - $80.88

For the period of 1 April 2024 thru 31 March 2025 - $83.31

For Non-residential Units that do not have a metered water supply or that have not established a minimum of 1 month of water use history, and certain other uses (e.g., elevator sump; pool backwash; public toilets in parks; marina pump out station) the Quarterly Service Charge shall be a flat rate of:

For the period of 1 April 2020 thru 31 March 2021 - $75.47 per E.C.

For the period of 1 April 2021 thru 31 March 2022 - $76.98 per E.C.

For the period of 1 April 2022 thru 31 March 2023 - $78.52 per E.C.

For the period of 1 April 2023 thru 31 March 2024 - $80.88 per E.C.

For the period of 1 April 2024 thru 31 March 2025 - $83.31 per E.C.

(2) Temporary Disconnection of Sewer Service – The District may temporarily suspend quarterly sewer service charges under certain defined circumstances and at the District's sole discretion. If temporarily suspended, quarterly sewer service charges will cease on the first day of the quarter following verification and approval by the District. Quarterly sewer service charges will resume on the first day of the quarter following reconnection to the sewer (e.g., upon receipt of a Certificate of Occupancy). Failure to notify the District of reconnection to the sewer system will result in the District back-billing quarterly sewer service charges to the date reconnection to the sewer was made. Circumstances warranting suspension of quarterly sewer service charges of an existing Residential Unit or Non-residential Unit connected to the District's sewer system include:

(a) sewer disconnection in coordination with the District's Engineering Department and according to District standards, or

(b) proof of designation as uninhabitable by a municipal authority (e.g., fire official, building official).

(3) The Quarterly Service Availability Standby Charge shall be due and payable for each equivalent connection reserving service availability, commencing upon the reserving of service availability and shall continue to be owing for each quarter and paid promptly upon billing in the manner as provided for the Quarterly Service Charge thereafter until payment of the Plant Connection Charge. The amount of the Quarterly Service Availability Standby Charge shall be 68% of the Quarterly Service Charge which is set based upon the fixed expenses incurred by the District in operating the plant and the Regional Wastewater System excluding the variable costs related to the amount of sewerage processed.

(a) A prepayment of twelve (12) months Service Availability Standby Charges will be required commencing upon the reserving of service availability in addition to the Quarterly Service Availability Standby Charge which shall be prepaid quarterly.

(b) At the time Plant Connection Charges become due and payable ten and one half (10.5) months of the twelve (12) months of prepaid Service Availability Standby Charges shall be credited to the Plant Connection Charges.

Specific Authority Chapter 71-822, Special Acts of Florida, 1971, as amended and Florida Statutes 381.00655. Law Implemented Chapter 71-822, Section 6(8) and (11), and Section 8; and Sections 6(9), (12) and (27) as amended by Chapter 76-429. History - New 12-9-76, Amended 6-25-78, 9-26-78, 12-12-78, 11-28-79, 5-21-81, 5-24-82, 10-12-82, 4-24-83, 5-24-84,6-30-85, Formerly 31-10.07. Amended, 6-30-86, 5-4-87, 4-17-88, 5-3-89, 5-13-90, 5-12-91, 5-7-92, 5-10-93, 5-7-94, 5-7-95, 5-19-96, 7-14-97, 11-1-98, 6-22-99, 3-23-00, 3-15-01, 3-21-02, 3-20-03, 3-18-04, 3-17-05, 3-16-06, 3-15-07, 3-20-08, 3-19-09, 3-18-10, 3-17-11, 3-15-2012, 3-21-2013, 3-20-2014, 3-19-2015, 6-18-2015, 3-17-2016, 3-16-2017, 3-21-2019.

31-10.008 Determination of Equivalent Connections.

Each owner of each lot or parcel of land which may be connected to the regional wastewater system of the District shall first determine the amount of equivalent connections to the owner's lot or parcel of land and produce proof of the same to the satisfaction of the District. Failure to produce proof to the District shall result in a determination by the District that the owner of each residential lot or parcel which may be connected to the regional wastewater system shall be charged the rates, fees and charges of the District based upon 1.75 equivalent connections, and the owner of each non-residential lot or parcel which may be connected to the regional wastewater system shall be charged the maximum rates, fees and charges of the District based upon the best information practically available to the District as determined by the District.

Specific Authority Chapter 71-822, Special Acts of Florida, 1971, as amended. Law Implemented Chapter 71-822, Section 6(8) and (11), and Section 8; Sections 6(9), (12) and (27) as amended by Chapter 76-429. History - New 12-9-76. Amended 9-26-78, Formerly 31-10.08, Amended 3-15-2012, 3-19-2015.

31-10.009 Responsibility for Payment and Enforcement of Collections and Foreclosure of Liens.

(1) Responsibility**.** The District shall hold the owner of the property being served with sewage service primarily responsible for all charges for sewage service to the property, without regard to the fact that a tenant, licensee, customer or other party was actually utilizing the sewage service and may be paying for same directly to the District.

(2) Payment**.** All payments to the District shall be made using U.S. funds (dollars). Payment may be made in cash, check, electronic check, money order, electronic bill pay, direct

debit, debit card (Master Card or Visa) or credit card (Discover, Master Card or Visa). All checks shall be in such form as will comply with the standards for cash items adopted by the Federal Reserve System to facilitate the sorting, routing, and mechanized processing of such items. Beginning July 1, 2016 payment made using debit card or credit card is limited to a maximum of $5,000.00 per account per month.

(3) Delinquent Quarterly Service Charge for Sewer Service**.** Quarterly Service Charge for Sewer Service shall be delinquent if not paid during the service period. Effective the service period beginning July 1, 2016 a delinquent fee equal to 10% of the delinquent Quarterly Service Charge for Sewer Service will be applied to accounts with a delinquent balance of $20.00 or more.

(4) Default**.** In the event any fees, rates or charges for sewage service are not paid when due and are unpaid for at least thirty (30) days and the property owner shall be deemed in default, the District may seek recovery from the property owner through any or all available legal remedies.

(5) Acceptance**.** By acceptance of sewage service from the District, all of the property owners shall be jointly and severally liable to the District for all charges, rates and fees incurred.

(6) Enforcement**.** When the fees, rates, or charges for the services and facilities of any system are not paid when due and are in default as set forth above, the District shall provide written notice to the property owner that the District may discontinue and shut-off the supply of the services and facilities for said system, to the property, until such fees, rates or charges, including interest at 12% per annum, penalties and charges for the shutting off and discontinuance or the restoration of such services or facilities are fully paid. If the fees or charges remain unpaid for thirty (30) days after being due, such delinquent fees, rates or charges shall bear interest at the rate of 12% per annum computed from the date when originally due, until paid and the District may discontinue the supply of service and facilities to the property. Such delinquent fees, or charges, together with legal interest, penalties and charges for the shutting off and discontinuance or the restoration of such services or facilities and all other costs and other expenses, including court costs and reasonable attorney's fees, shall be recovered by the District in a court of competent jurisdiction.

(7) Foreclosure of Liens**.** The District shall have a lien on all lands and premises served by it for all charges, until paid, for services provided to such lands or premises by the District, or connection fees associated therewith, which lien shall be prior to all other liens, except that such lien shall be on parity with the lien of state, county, and municipal taxes, and any lien for charges for services created pursuant to Section 159.17, Florida Statutes. Such lien shall be perfected by the District by recording in the official records of the county in which the lands or premises are

located a claim of lien in form substantially as provided in Section 713.08, Florida Statutes. A copy of the claim of lien shall be served as provided in Section 713.18, Florida Statutes, within ten (10) days after the claim of lien is recorded. If 30 days after service has been made liens created under this section remain delinquent, such liens may be foreclosed by the District in the manner provided by the laws of Florida for the foreclosure of mortgages on real property, and the District shall be entitled to 12% interest per annum and attorney's fees and other court costs.

(8) No Service Free**.** No sewage disposal service shall be furnished or rendered free of charge to any person, firm, corporation, agency or organization whatsoever, and the District and each and every person, firm, corporation, agency or organization which uses or is required to use such service shall pay therefore at the rates fixed by the Governing Board of the District.

(9) Administrative Credits. The Executive Director, or his designee, may authorize a credit or refund to an account in certain situations, including billing errors, clerical errors, excessive payments by the customer, meter adjustments, and application of grant funds. In each case, the affected customer must provide a signed, written request for refund that quantifies the requested refund, documents the justification for the refund, and states whether the refund should be provided as a credit to their account (default) or as a refund check. In no circumstance shall such credit or refund exceed $10,000 without prior authorization of the Governing Board.

Specific Authority Chapter 71-822, Special Acts of Florida, 1971, as amended. Law Implemented Chapter 71-822, Section 6(8) and (11), and Section 8; Sections 6(9), (12), (19) and (27) as amended by Chapter 76-429. History - New 12-9-76. Formerly 31-3.16, 31-3.18 & 31- 10.09. Rules 31-3.016 & 31-3.018 moved, consolidated and renumbered 31-10.009(4), (5) & (6) by amendment on 6-15-2000. Amended 9-26-78, 10-11-80, 3-23-00, 6-15-00, 3-15-2012, 3-19-2015, 3-17-2016.

31-10.010 Payment of Certain Rates, Fees and Charges; Developer Agreement.

(1) All persons, firms and corporations (hereinafter called "Applicant") desiring to reserve service availability of 10 E.C.s or more in the regional wastewater system of the District where said system is available as defined herein, or is proposed to be available as determined by the District, prior to receiving District approval, shall sign a developer agreement and pay the charges and fees as specified therein. An Applicant for service requiring less than 10 E.C.s shall execute an Application for Service appropriate to the use, and shall pay all Connection Charges at the time of Application. These further requirements shall be met for all developer agreements:

(a) Plans and specifications shall clearly indicate sufficient detail to calculate the number of equivalent connections contemplated on the lot or parcel of land.

(b) The applicant shall enter into a "Standard Developer Agreement" with the District, form LRECD -102 dated 11/17/2011 incorporated herein by reference, the form of

which may be obtained without cost from the District office, providing for the following matters:

1. The reservation of the agreed service availability in the regional wastewater system on the subject property in terms of equivalent connections.
2. Payment of fees as required to reserve sewer service availability and specified in the Standard Developer Agreement.
3. Construction of off-site facilities under certain conditions.
4. Dedication of the defined sewerage facilities to the District.
5. Describing the reservation of service availability in terms of the equivalent connections as non-assignable, non-transferable, and running with the land, and describing exceptions.
6. Requiring payment of a Quarterly Service Availability Standby Charge and prepayment of twelve (12) months thereof.
7. Describing payment and obligations and providing for recovery of costs and attorney's fees.
8. Subject the owner to the rates, fees and charges of the District as established from time to time but fixing the rate for the Regional Transmission System Line Charge, Administrative Charge, and Plant Connection Charge.

(2) All persons, firms, and corporations (hereinafter called "applicant") desiring to reserve service availability for concurrency in the regional wastewater system of the District where said system is available as defined herein, or is proposed to be available as determined by the District, prior to receiving District approval, shall sign a Concurrency Reservation Agreement and pay the charges and fees as specified therein. These further requirements shall be met:

(a) Plans and specifications shall clearly indicate sufficient detail to calculate the number of equivalent connections contemplated on the lot or parcel of land.

(b) The applicant shall enter into a "Concurrency Reservation Agreement", which is incorporated herein by reference, known as District form number LRECD-18, the form of which may be obtained without cost from the District office, providing for the following matters:

1. The reservation of the agreed service availability in the regional wastewater system on the subject property in terms of equivalent connections.
2. Requiring payment of a Quarterly Service Availability Standby Charge and prepayment of twelve (12) months thereof.

3. Providing a duration of the shorter of twelve (12) months or thirty (30) days after applicant obtains a development order.
4. Providing for the unexpired portion of the prepaid Quarterly Service Availability Standby Charge to be refunded to the applicant if the development order is denied, or credited to the Service Availability Standby Charge if a Standard Developer's Agreement is entered into by the applicant within thirty (30) days of the development order.
5. Describing the reservation of service availability in terms of the equivalent connections as non-assignable, non-transferable, and running with the land, and describing exceptions.
6. Describing payment, including rates, fees, and charges of the District, and obligations and providing for recovery of costs and attorney's fees.

Specific Authority Chapter 71-822, Special Acts of Florida, 1971, as amended. Law Implemented Chapter 71-822, Section 6(8) and (11), and Section 8; and Sections 6(9), (12) and (27) as amended by Chapter 76-429. History-New 12-9-76. Amended, 9-26-78, 5-21-81, 5-24-84. Formerly 31-10.10. Amended 5-10-93, 3-20-08, 3-19-09, 3-18-10, 3-15-2012.

31-10.011 Connections to Sewer Required.

(1) Connection Required**.** No less than one (1) year prior to the date the sewerage system will become available, the District shall notify the affected owner of the onsite sewage treatment and disposal system of the anticipated availability of the sewerage system and shall also notify the owner that the owner will be required to connect to the sewerage system within one (1) year of the actual availability. The owner of each lot or parcel of land within the District upon which lot or parcel of land any building, trailer, or other structure requiring wastewater disposal is now situated or shall hereafter be situated, in an area where the District system is available, as defined herein, shall cause such building or buildings, trailer or trailers, structure or structures to be connected with the sewerage facilities of the District and to use such facilities, within one (1) year following notification to do so by the District. All such connections shall be made in accordance with the rules and the regulations which shall be adopted from time to time by the Governing Board, which rules and regulations shall provide for a charge for making any such connections in such reasonable amount as the Governing Board may find and determine.

(2) "Established Residential Neighborhood." For the purposes of this Rule, an Established Residential Neighborhood shall be considered an area within the geographic boundaries of the District defined by natural geographic boundaries, common restrictions, or other

common characteristics as reasonably determined by the District, in which 50% or more of the lots contained completed Residential Units as of May 22, 1971.

(3) Collection Line Construction and Availability in Established Neighborhoods. The Loxahatchee River Environmental Control District shall construct and declare available, sewerage collection lines and related appurtenances comprising a localized District sewer system in Established Residential Neighborhoods based upon the Governing Board's determination of any of the following:

(a) That 50% or more of the record owners of property to be serviced by such localized sewerage system shall desire and consent to the construction of said system; or

(b) That a reasonable alternative to the septic tanks exists for the treatment of the sewerage, taking into consideration factors such as cost; or

(c) The discharge from the septic tanks is adversely affecting the health of the user or the public, or the groundwater or surface water is degraded; or

(d) To enhance the environmental and scenic value of surface waters.

Specific Authority Chapter 71-822, Special Acts of Florida, 1971, as amended and Florida Statutes 373.451, 381.0065, 381.00655. Law Implemented Chapter 71-822, Section 6(8), 6(10), 6(11), 6(16), 6(17), 6(23) and Section 8; and Sections 6(9), (12) and (27) as amended by Chapter 76-429; and Section 6(3) and 6(19) as amended by Chapter 78-559. History - New 11-12-75, 12-9-76 & 1-9-85. Formerly 31-3.02, 31-3.21 & 31-10.11. Rules 31-3.002(4) and 31-3.021 moved and renumbered 31-10.011(2) &(3) by amendment on 6-15-2000. Amended 9-26-78, 2-2-94, 3-23-2000, 6-15-2000.

Annotation: Village of Tequesta v. Loxahatchee River Environmental Control District, Case No. 97-4367 AD, 15th Judicial Circuit of Palm Beach County, Florida, Final Judgment ordered August 6, 1987, affirmed in Village of Tequesta v. Loxahatchee River Environmental Control District, 714 So.2d 1100, (Fla 4th DCA 1998).
Note: 31-10.011(3) Commonly referred to as the "Ellis Rule".

31-10.012 Exceptions to the Payment of Connection Charges.

(1) Connection Charges shall not apply to those residential and non-residential buildings and structures referred to in the Agreement for Sale between the Village of Tequesta and the District, dated May 23, 1973.

(2) Those residential and non-residential buildings and structures which have escrowed, paid or committed capital improvement charges and have executed legally binding agreements where capital improvement charges are referred to in such agreements, said agreements shall be enforced according to their tenor, except that the capital improvement charges shall be treated as Plant Connection Charges, and except that where capital improvement charges

may be increased or subjected to assessment and reassessment from time to time, there shall be no increase over the amount of capital improvement charges as stated in said agreements, and said provision providing for assessment and reassessment of capital improvement charges shall not be enforced.

Specific Authority Chapter 71-822, Special Acts of Florida, 1971, as amended Law Implemented Chapter 71-822, Section 6(8) and (11), and Section 8; and Sections 6(9), (12) and (27) as amended by Chapter 76-429. History - New 12-12-79. Formerly 31-10.12, Amended 3-15-2012.

31-10.013 Irrigation Quality Water User; Rates, Fees and Charges for Irrigation Quality Water Service; Irrigation Quality Water Agreements.

(1) "I.Q. Water" is defined to mean Irrigation Quality Water provided by the District, regardless of the original source of the I.Q. Water. I.Q. Water also may be referred to as "reuse water" or "reclaimed water", which is further defined in Chapter 62-610, F.A.C.

(2) "Wholesale I.Q. User" is defined as user of I.Q. Water, for which the I.Q. Water is pumped by the District, to a storage facility, such as ponds, lakes, or tanks, at an off-site location. The I.Q. Water is then pumped by a party other than the District, into the lines that irrigate the User's property.

(3) "Retail I.Q. User" is defined as a user of I.Q. Water, for which the I.Q. Water is pumped by the District, to a storage facility, such as ponds, lakes or tanks, at an off-site location. The I.Q. Water is then pumped by the District from the storage facility, into the lines that deliver I.Q. Water to the User's property for further distribution and irrigation by the User.

(4) "Nano I.Q. User" is defined as user of I.Q. Water, where the I.Q. Water was originally made available by blending the Town of Jupiter's nanofiltration concentrate and for which the I.Q. Water is pumped by the District, to a storage facility, such as ponds, lakes, or tanks, at an off-site location. The I.Q. Water is then pumped by a party other than the District, into the lines that irrigate the User's property.

(5) Rates, Fees and Charges for Retail, Wholesale, and Nano I.Q. Users shall consist of those rates, fees and charges approved, set, and levied by the Governing Board of the District on the basis of the total cost to the District of construction, reconstruction, labor, materials, equipment, acquisition, property rights, surveys, design, engineering, legal, administration, operation, maintenance, and all other expenses necessary or incidental to construction, operation, and improvement of the I.Q. Water system and provision of I.Q. Water.

(6) The District's rate for I.Q. Water shall be:

(a) Wholesale I.Q. Users shall pay 45.78 cents per 1,000 gallons for their Requested G.P.D.

(b) Retail I.Q. Users shall pay 58.37 cents per 1,000 gallons for their Requested G.P.D.

(c) Nano I.Q. Users shall pay 72.11 cents per 1,000 gallons for their Requested G.P.D.

On October 1, 2020 the Retail, Wholesale, and Nano I.Q. Rates shall increase (or decrease) based upon the annual increase (or decrease) in the Engineering News Record Construction Cost Index as of July 1, 2020. Subsequently, the District may revise such schedule of rates, fees, and charges in accordance with the District's Enabling Act, all applicable District Rules, and all relevant laws. It is the District's intention to evaluate the sufficiency of I.Q. Water rates during the annual Rate Study, which typically occurs in February and March with potential rate adjustments implemented April 1st. I.Q. Users that have a written I.Q. Agreement prior to the effective date hereof and which have a lower or higher I.Q. Rate, said lower or higher I.Q. Rate and specified rate adjustments shall be in accordance with said I.Q. Agreement until the expiration or termination of said I.Q. Agreement. The I.Q. Rate shall be billed monthly or such other billing cycle period as the District may determine.

(7) The Start Up Fee of the District for Retail I.Q. Users shall be the greater of (a) six (6) months of charges at the Retail I.Q. Rate for the requested gallons per day, or (b) $3,500.00. The Application Fee of the District for Wholesale I.Q. Users shall be the greater of (a) six (6) months of charges at the I.Q. Rate for the requested gallons per day, or (b) $18,000.00.

(8) All persons, firms and corporations (hereinafter called "Applicant") desiring to reserve service availability in the regional I.Q. Water system of the District where said I.Q. Water is available or is proposed to be available, as determined by the District, prior to receiving District approval, shall sign a Standard Irrigation Quality Water Agreement and pay the charges and fees specified therein.

Specific Authority Chapter 2002-358 Laws of Florida. Law Implemented Chapter 2002-358 Sections 6(6), 6(8), 6(9), 6(11), 6(12), 6(27) and Section 8; History-New 7-23-97, Amended 11-1-98, 3-16-06, 3-18-10, 3-21-2013, 3-19-2015, 3-21-2019, 2-20-2020.

31-10.014 Low Pressure Pump Unit Delivery Procedures & Delivery Charge.

(1) All Property Owners in an area serviced by a low pressure sanitary sewer system, shall be responsible for taking possession of the Low Pressure Pump Unit ("**Pump Unit**") upon notification the Pump Unit is available for pick up at the District. A Property Owner that does not pick up the Pump Unit shall be subject to the following delivery procedures and delivery charge. The First Delivery Notice to the Property Owner shall provide:

(a) Property Owner is delinquent with installation of the low pressure pumping system for their wastewater service.

(b) The District has been holding their Pump Unit since the completion of the sewer project.

(c) The Pump Unit was included in their assessment and is their responsibility to install.

(d) The District will no longer hold the Pump Unit for their pick up and installation.

(e) If not picked up within thirty (30) days, the Pump Unit will be delivered at an additional Delivery Charge of $300.00 to the Property Owner (the "Delivery Charge").

(f) The Pumping Unit will be delivered in good working order, suitable for District's future maintenance.

(g) If the Property Owner fails to have the Pump Unit installed within forty five (45) days and there is damage to the Pump Unit components, the Property Owner will be responsible for the cost to provide a Pump Unit in good working order for District maintenance in the future.

2. If the Pump Unit is not picked up within thirty (30) days after the First Delivery Notice, the Second Delivery Notice shall be sent to the Property Owner which shall provide:

(a) Pump Delivery will be made on a date and time certain.

(b) The Pump Unit and appurtenances will be delivered to the most accessible location on the Property or a mutually convenient location as discussed with Property Owner.

(c) A written report will be made of each delivery with photographs of the Pump Unit placement at time of delivery and condition of surrounding area. Written receipt of delivery of the Pump Unit will be requested of the Property Owner, however it is not mandatory for the Property Owner to provide or for the District to obtain.

(d) The written report is to be signed by two District personnel, witnessed and notarized, and made part of the District's records.

3. After delivery, the Property Owner will be provided written notification that their Pump Unit has been delivered and an Invoice will be provided for the Delivery Charge.

4. All correspondence to be provided by Certified Mail with Return Receipt and regular mail.

Specific Authority Chapter 2002-358 Laws of Florida. Law Implemented Chapter 2002-358 Sections 6(6), 6(8), 6(9), 6(10), 6(11), 6(12), 6(19) and Section 8; History-New 3-15-2012.

Loxahatchee River District

Neighborhood Sewering Schedule-Revised February 2020

Rank *	Area Description	# Lots	Activity	Original Target Date	Revised Target Start Date
14	Whispering Trails	181	Notified Owners – January 2013 Notice of Intent – November 2016 Notified to Connect - February 2020	2017	2020
16	181st St N Gravity	11	Notified Owners – January 2013 Notice of Intent to Assess – October 2018	2018	2020
11	Jupiter Farms (East)	708		TBD	TBD
11	PB Country Estates	1547		TBD	TBD

* Rank based upon "2010 Septic System Inventory & Assessment"
TBD = To be determined

Remnant Areas

Rank*	Area Description	Lots	Activity	Original Target Date	Revised Target Start Date
H	Olympus Dr, Juno (LP)	2	Notified Owners – June 2013 Prelim. Design started – August 2017 Survey - 2018	2016	2020
	18870+18890 SE Country Club Dr	2	Notified Owner – April + Aug 2017 Design started – August 2017 Notice of Intent – December 2018	2018	2020
	US Highway 1 (13440-13500)	3	Notified Owners – August 2017 Notice of Intent – March 2019	2019	2020
	Thelma Ave. LPSS	3	Notified Owners – September 2017 Notice of Intent to Assess–September 2019	2020	2020
EE	Hobart St SE (Martin Co.)	13	Notified Owners – January 2013 Notice of Intent to Assess–September 2019	2016	2020
	197th Pl N	3	Notified Owners – April 2019 Notice of Intent to Assess – February 2015		2020

Rank *	Area Description	# Lots	Activity	Original Target Date	Revised Target Start Date
AA	Peninsular Road	5	Private Road Notice of Intent – February 2010 Partial construction complete - June 2013 Soliciting easements for remainder of project	2010	AEO
BB	Rivers Edge Road (Martin Co.)	35	Notified Owners – August 2010 Private Road-Easements Solicited –May 2014 Notice of Intent – February 2014 Project Delayed	2013	AEO
CC	171st Street (Martin Co.)	7	Private Road - In House Design Owners notified October 2012 Easement rec'd from Church – April 2017 Grant received	2014	AEO
CC	Jamaica Dr	11	Private Road Owners notified Oct 2012	2014	AEO
CC	66th Terr+Way	19	Notified Owners – Aug 2010 *Private Roads Notice of Intent to Assess – February 2015	2014	AEO
D	Loggerhead Park *(institutional)*	6 ECs	Need Easements from Palm Beach County	2014	AEO
DD	Taylor Road	38	Notified Owners – September 2011 Private Roads	2015	AEO
EE	Imperial Woods LPSS	47	Notified Owners – October 2010 Notice of Intent to Assess – September 2017 Notified to Connect – August 2019	2016	2020
FF	Rolling Hills	50	Notified Owners – Jan. 2013 - Private HOA Notice of Intent to Assess – October 2019	2017	2021
FF	Gardiner Lane	1	Notified Owner – July 2013 – Private Road Notice of Intent to Assess – October 2019	2017	2021
FF	North A1A	3	Postponed-Town activities in area	2012	AEO
GG	815 S US 1 (Yum Yum Tree)	9 ecs	Notified Owner – November 2014	2016	AEO
GG	Rockinghorse *(north of Roebuck Road)*	10	Notified Owners – January 2013	2018	AEO
GG	Island Country Estates	38	Notified Owners – January 2013 Private HOA-Received Easement – Feb. 2018 Notice of Intent – July 2018 Construction Award – November 2019	2018	2020
GG	Castle Rd SE	5	Notified Owners – Jan 2013-private road	2018	AEO
GG	Jupiter Rd SE	4	Notified Owners – Jan 2013-private road	2018	AEO
HH	Harbor Rd. S. LPSS	6	Notified Owners – January 2014 Private Road	2017	AEO
HH	SE Indian Hills	12	Notified Owners – January 2016 Easement for Road & Utilities, No Dedication	2019	AEO
16	Limestone Creek Road West	71	Notified Owners – January 2013 Private Road	2018	TBD
19	US Coast Guard Station Offices *(institutional)* PX Commercial *(commercial)*	2 ECs 2 ECs	US Government - private roads Albrey- mtg. w/BLM & Historical 3-2011 Prelim design prepared In House 4-2011 Working with Jupiter to obtain easement Working with BLM for options to move forward	2019	2020

* Rank based upon "2010 Septic System Inventory & Assessment"
TBD = To be determined AEO = As easements are obtained

CURTIS L. SHENKMAN
Board Certified
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LEGAL ASSISTANTS
REAL ESTATE
JUDY D. MONTEIRO
DENISE B. PAOLUCCI
MELISSA KAJEEJIT

May 11, 2020

Loxahatchee River Environmental Control District
D. Albrey Arrington, Exec. Dir. and Board Members (sent by email to DHenderson)
2500 Jupiter Park Drive
Jupiter, FL 33458

RE: PENDING LITIGATION STATUS REPORT

Dear Dr. Arrington and Board Members:

We are enclosing herewith a brief status report relating to the litigation in which the Loxahatchee River Environmental Control District is involved with our law firm as the attorney of record. This status report updates the last monthly status report previously submitted and consists of a summary of the record proceedings which have occurred in each of the pending cases since last month.

There are no analyses of the pending cases included, as the inclusion of such items might constitute a waiver of any attorney/client privilege that exists between our firm and the District. Therefore, if you would like to discuss the particulars of any specific case in more detail or would like to obtain more information concerning the strategy, status, or settlement posture of any of the individual cases, please feel free to contact me.

As always, we are available at any time to discuss any of these lawsuits with each individual Board Member by telephone or by conference, if there are any questions.

Respectfully submitted,

CURTIS L. SHENKMAN

CURTIS L. SHENKMAN

Attachments

OTHER LITIGATION

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT, IN AND
FOR PALM BEACH COUNTY, FLORIDA
CASE NO. 50-2019 CA 014447 XXXX MB AB

FRED BEMAN, Plaintiff,
vs.
LOXAHATCHEE RIVER DISTRICT, Defendant.

December 6, 2017. Auto Accident involving District vehicle and vehicle driven by Fred Beman.
April 15, 2020. Summons & Complaint served upon the District.
April 20, 2020. Attorney Lyman Reynolds, appointed be District's Insurance Carrier to Defend theDistrict under the District's Insurance Policy.
May 4, 2020. District's Motion to Dismiss filed.

LIEN FORECLOSURES

NONE

MORTGAGE OR LIEN FORECLOSURES / LRD COUNTERCLAIMS/CROSSCLAIMS

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT, IN AND
FOR PALM BEACH COUNTY, FLORIDA

CASE NO. 50-2020-CA-004611XXXXMB Div AW

DAVID P. BROOKS, Trustee of the David P. Brooks
Revocable Trust dated November 19, 1999,
Plaintiff,
vs.
CLIVE BRAAM BOTHA; CRYSTAL MAUREEN DAVIS;
FEDEX CORPORATE SERVICES, INC., a foreign for
profit corporation; LOXAHATCHEE POINT HOMEOWNERS ASSOCIATION, INC.,
a Florida non-profit corporation; LOXAHATCHEE RIVER
ENVIRONMENTAL CONTROL DISTRICT,
Defendants.

April 29, 2020. Summons & Complaint served upon the District.
April 29, 2020. Attorney Stuart Young, District's Bankruptcy/Foreclosure counsel engaged.
May 11, 2020. District's ANSWER, AFFIMATIVE DEFENSES, COUNTERCLAIMS, & CROSS CLAIMS in preparation for filing.

BAXTER & WOODMAN
Consulting Engineers
Making a positive difference through innovative engineering solutions.

Loxahatchee River Environmental Control District
Monthly Status Report
May 14, 2020

Submitted To: Kris Dean, P.E, Deputy Executive Director/Director of Engineering

The following is a summary of work performed by Baxter and Woodman, Inc. (B&W), on District projects for the monthly period ending May 14, 2020.

Alternate A1A 16-Inch Force Main Extension

The following items were ongoing or completed during the last monthly period:

- B&W conducted an inspection on March 20, 2020 to determine the status of construction and a punch-list was prepared. Once B&W receives signed and sealed as-builts from the Contractor, B&W will submit for Health Department clearance and issue a certificate of Substantial Completion. The Contractor is actively correcting or completing items on the punch list.

Master Lift Station No. 1 Rehabilitation

The following items were ongoing or completed during the last monthly period:

- As previously reported, the punch-list is complete except for installation of switch assemblies to provide local control capabilities of the pneumatic actuators and some paperwork. The Vendor (Rotork) arrived in February to install the switch assemblies but discovered some of the recently delivered parts were incorrect. The parts were re-ordered (from England) and delivery is now being delayed due to COVID-19. Contractor has not been able to confirm a shipping date. Once shipping is confirmed, the schedule for installation will be finalized.

Whispering Trails Gravity Sewer System

The following items were ongoing or completed during the last monthly period:

- Final Balancing Change Order and Final Pay Application approved by B&W and sent to District.
- Final Completion Notice issued to the Contractor by B&W. This will end our reporting for this project.

Olympus Drive Force Main and Low Pressure Sewer Replacement

The following items were ongoing or completed during the last monthly period:

- The geotechnical work has been completed, and B&W provided the final geotechnical report to the District on May 11, 2020.
- B&W is working on the 50% design submittal which will be submitted to the District on May 15, 2020.

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Alternate A1A 24-Inch Force Main Cleaning & Inspection

The following items were ongoing or completed during the last monthly period:

- Front-End Documents were provided by the District to B&W on April 22, 2020.
- B&W submitted the 75% submittal package to the District on May 11, 2020.

Irrigation Quality 511 (IQ-511) Pump Station Piping Improvements

The following items were ongoing or completed during the last monthly period:

- B&W submitted the 50% design package to the District on May 1, 2020.
- B&W conducted a second field reconnaissance with the District on May 1, 2020 to gain a better understanding of the electrical design needed.
- B&W is working with Hillers Electric to obtain a proposal for the electrical design work that will be added to the Contract at the District's request.

Lift Station Fall Protection Improvements

The following items were ongoing or completed during the last monthly period:

- Front-End Documents were provided by the District to B&W on April 22, 2020.
- District to provide inspection reports and photo log to commence work.

Respectfully Submitted by:

BAXTER & WOODMAN, INC.

Rebecca Travis, P.E.
Vice President / Florida Division Manager

Holtz Consulting Engineers, Inc.

HOLTZ CONSULTING ENGINEERS, INC.

270 South Central Boulevard, Suite 207, Jupiter, FL 33458 (561) 575 2005

MEMORANDUM

To: Kris Dean, PE, Deputy Director/Director of Engineering, Loxahatchee River Environmental Control District

From: Christine Miranda, PE, Holtz Consulting Engineers, Inc.

Date: May 14, 2020

Subject: **Loxahatchee River Environmental Control District Monthly Status Report**

The following is a summary of work performed by Holtz Consulting Engineers, Inc. (HCE) on Loxahatchee River District projects through May 14, 2020. **Note: Any information that is historical or repeated from previous months are shown in italics. Otherwise, all information as shown below is newly reported information.**

Island Country Estates Low Pressure Sewer System

- District and HCE staff and the Contactor met on-site on with members from the HOA on April 9, 2020 to discuss the paving operations. Replacement of the header curbs and the milling and resurfacing of the roadway was completed on April 22nd and the low-pressure force main tie in occurred on April 30, 2020. We are currently working with all parties, including the HOA, to set up a walk-through of the project to create a final punchlist. This project will be completed ahead of schedule.

Lift Station No. 082 Improvements

- The 90% drawings and specifications were submitted to District staff for review and comment on May 1, 2020. Upon receipt of the review comments, HCE will finalize the plans and specifications in preparation of advertising the project for bidding.

Lift Station #161 and Lift Station #291 Emergency Generator Project

- The 90% submittal, including plans and specifications, was provided to District staff for review on May 13, 2020. Upon receipt of the review comments, HCE will finalize the plans and specifications in preparation of advertising the project for bidding.

SE Hobart Street Low Pressure Force Main System

- Verification of services for the project were received on April 23, 2020 and on April 27, 2020 District staff provided approval of the plans. On April 30, 2020 HCE transmitted the final plans to District staff. On May 8, 2020 HCE submitted the permit application to the FDEP. Upon issuance of the permit by the FDEP, this project can move forward with construction.

Rolling Hills Sewer System Evaluation

- HCE is currently working on finalizing the technical memorandum for the project that will summarize the deficiencies found and estimated costs for the system. The memorandum will be submitted to District staff by the end of May.

Country Club Drive Force Main Transmission System Preliminary Evaluation

- *HCE has started the evaluation of the existing transmission system and preparation of the hydraulic model and submitted a data request to LRD staff.* The modeling efforts for this project will be completed by the end of June.

Emergency Response ESRI Collection Tool & Synovia Vehicle Tracking Assistance

- District and HCE staff met on May 5, 2020 to discuss the needs of the District. HCE has commenced working on the system to assist the District with the modifications and implementation of their ArcGIS Online (AGOL) published webmap and dashboard services to collect pertinent lift station and low-pressure data using the ESRI collector app during LRD's emergency response protocol.

Busch Wildlife Sanctuary

The 2nd Quarter Report will be presented at the July 2020 Board Meeting.

J:Board\Notebook\BWS No Update

Director's Report

- Admin. & Fiscal Report attach. #1
- Engineering Report attach. #2
- Operations Report attach. #3
- Information Services Report attach. #4
- Environmental Education attach. #5
- Safety Report attach. #6
- Other Matters (as needed) attach. #7

J:\Board\Notebook\Directors Report

Loxahatchee River District

Water Reclamation | Environmental Education | River Restoration

2500 Jupiter Park Drive, Jupiter, Florida 33458-8964
Telephone (561) 747-5700 •Fax (561) 747-9929 • www.loxahatcheeriver.org
D. Albrey Arrington, Ph.D., Executive Director

To: Governing Board

From: Kara Fraraccio, Director of Finance and Administration

Date: May 15, 2020

Subject: Monthly Financial Report

Cash and Investments

Balances as of April 30, 2020

Certificates of Deposit:

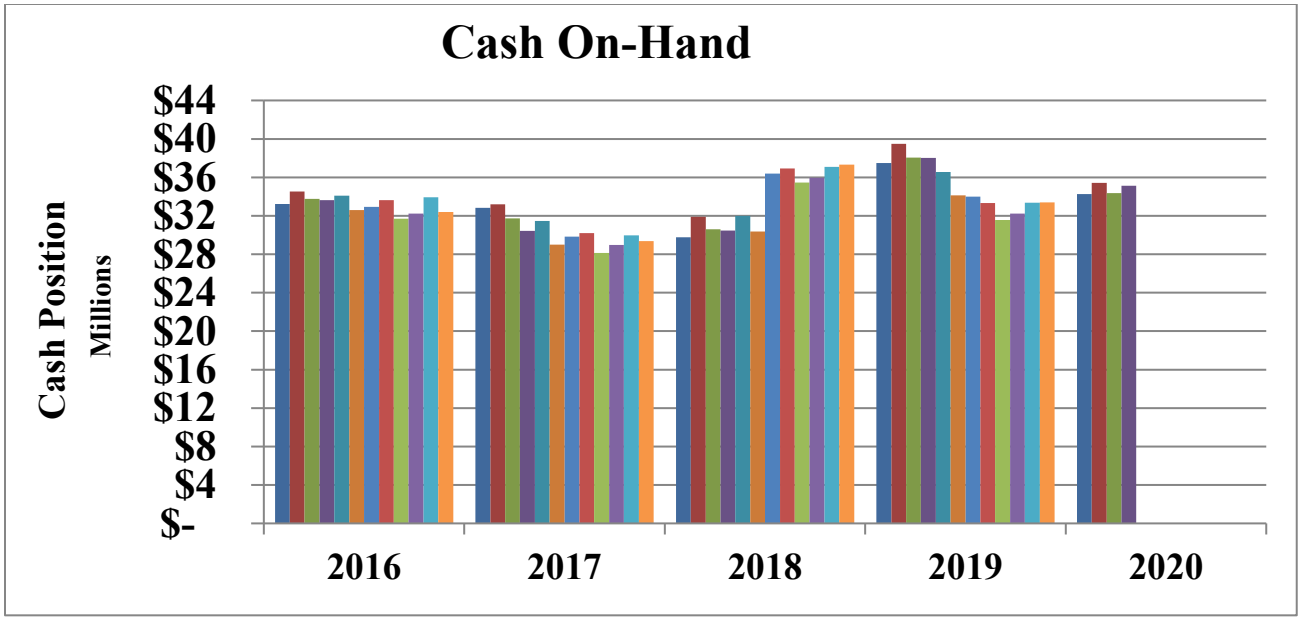
Institution	Original Term	Maturity	Rate	Book Value	Monthly Interest Earned	Market Value
US Bank	18 Months	05/01/20	3.00%	$ 1,507,875	$ 3,876	$ 1,575,751
Bank United	18 Months	06/07/20	2.88%	1,500,000	3,687	1,561,395
US Bank	2 Years	01/29/21	2.71%	1,011,450	2,402	1,046,163
Bank United	2 Years	03/11/21	2.60%	1,000,000	2,193	1,029,924
Subtotal				**$ 5,019,325**	**$ 12,158**	**$ 5,213,233**
Money Market Accounts:						
Synovus - Public Demand			0.50%		$ 5,059	$ 12,312,779
TD Bank - NOW			0.25%		1,687	8,236,187
Subtotal					**$ 6,746**	**$20,548,966**
Checking Account:						
SunTrust-Hybrid Business Account			0.50%		$ 2,698	$ 9,346,655
Subtotal					**$ 2,698**	**$ 9,346,655**
Total					**$ 21,602**	**$35,108,854**

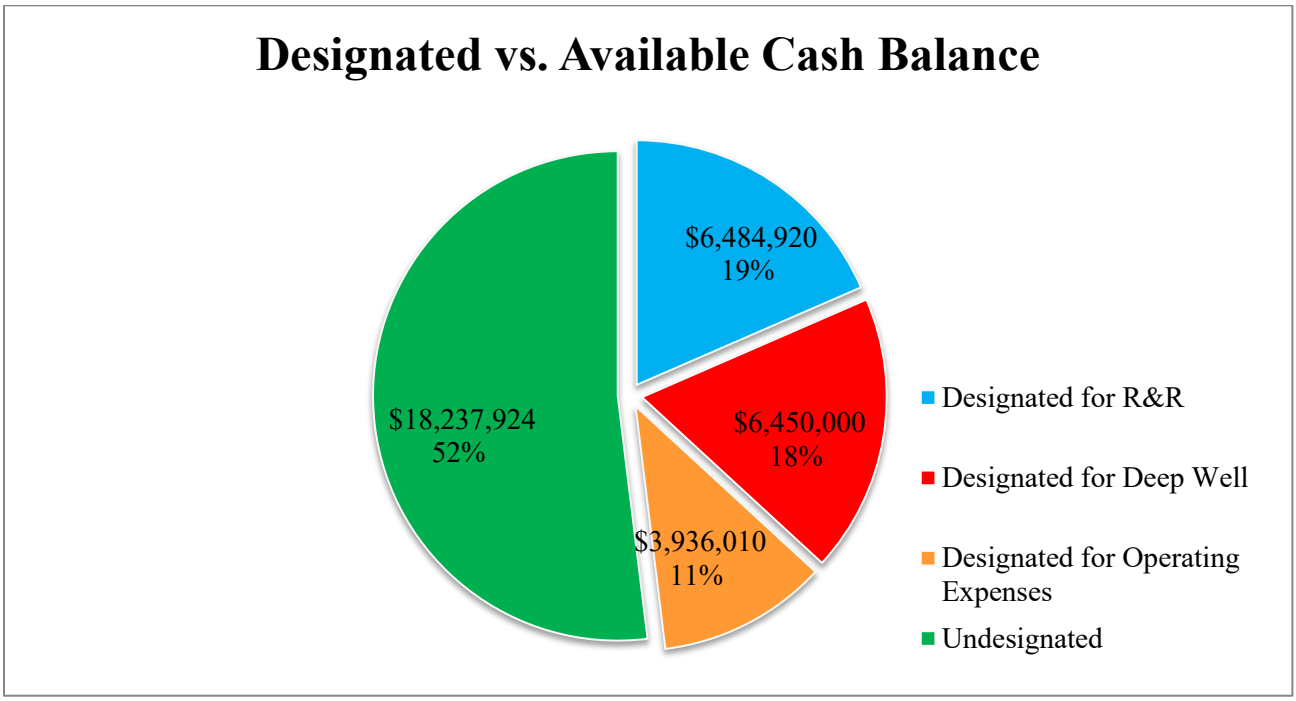
Average weighted rate of return on investments is: .79%

As of 04/30/20:
3 month Short Term Bond: .09%
1 month Federal Fund Rate: .05%

Cash position for April 2019 was $38,021,490. Current Cash position is **down** by $2,912,636.

Gordon M. Boggie, Board Member | Dr. Matt H. Rostock, Board Member | Stephen B. Rockoff, Chairman | Harvey M. Silverman, Board Member | James D. Snyder, Board Member





Financial Information

- Legal fees billed for the month of April were $15,755. The fiscal year-to-date total is $59,555.
- There was no Septage billing for the month of April. The fiscal year-to-date total is $225.
- Developer's Agreement – There was one new Developer Agreement in April: Ocean One.
- I.Q. Water Agreements – Fairways of Jupiter, Martinique, and Valencia are past due for April.
- Estoppel fees collected in April totaled $4,350. The fiscal year-to-date total is $45,925.

Summary of Budget vs. Actual

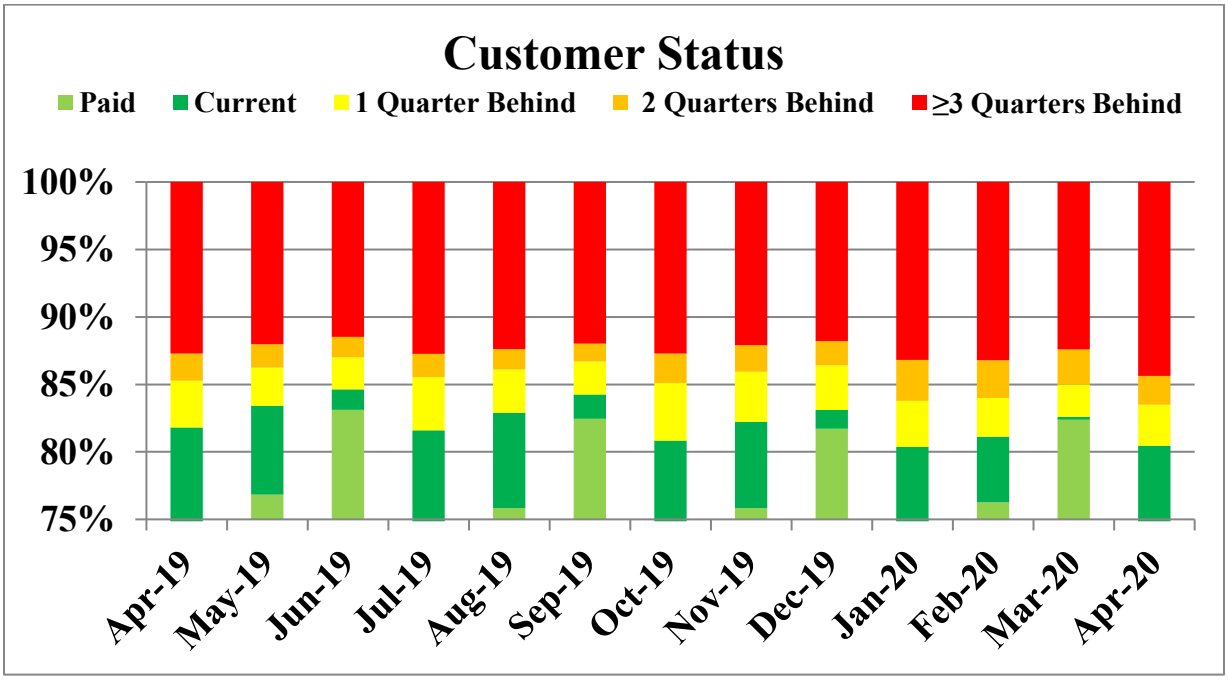
Budget Benchmark 58.00%	Apr-20 Actual	YTD Actual	FY 20 Budget	Favorable (Unfavorable)	Budget Expended	Apr-19 YTD
Revenues						
Operating Revenues						
Regional Sewer Service	$1,425,110	$9,895,027	$17,324,020	$ (7,428,993)	57.12%	$9,771,469
Standby Sewer Service	8,804	53,352	98,458	(45,106)	54.19%	57,267
IQ Water Charges	199,340	1,395,377	2,004,752	(609,375)	69.60%	1,380,756
Admin. and Engineering Fees	9,500	76,126	42,295	33,831	179.99%	33,473
Other Revenue	48,353	240,595	300,000	(59,405)	80.20%	279,342
Subtotal Operating Revenues	1,691,107	11,660,477	19,769,525	(8,109,048)	58.98%	11,522,307
Capital Revenues						
Assessments	192,204	1,039,831	864,897	174,934	120.23%	1,060,975
Line Charges	45,215	279,461	201,337	78,124	138.80%	162,699
Plant Charges	34,519	448,984	1,012,727	(563,743)	44.33%	342,980
Capital Contributions	50,512	163,877	1,000,000	(836,123)	16.39%	
Subtotal Capital Revenues	322,450	1,932,153	3,078,961	(1,146,808)	62.75%	1,566,654
Other Revenues						
Grants				-	100.00%	
Interest Income	47,893	880,477	1,127,200	(246,723)	78.11%	1,026,877
Subtotal Other Revenues	47,893	880,477	1,127,200	(246,723)	78.11%	1,026,877
Total Revenues	$ 2,061,450	$ 14,473,107	$ 23,975,686	$ (9,502,579)	60.37%	$ 14,115,838
Expenses						
Salaries and Wages	$398,198	$2,954,148	$5,873,500	$ 2,919,352	50.30%	$2,847,819
Payroll Taxes	30,115	222,068	427,300	205,232	51.97%	212,823
Retirement Contributions	61,988	454,016	734,200	280,184	61.84%	417,372
Employee Health Insurance	107,933	697,115	1,308,800	611,685	53.26%	623,478
Workers Compensation Insuran	39,553	86,417	99,800	13,383	86.59%	55,723
General Insurance	127	214,520	364,107	149,587	58.92%	202,223
Supplies and Expenses	38,514	563,554	1,132,675	569,121	49.75%	537,769
Utilities	109,192	707,629	1,394,850	687,221	50.73%	749,327
Chemicals	32,201	213,740	452,000	238,260	47.29%	324,254
Repairs and Maintenance	126,236	1,121,621	1,814,429	692,808	61.82%	1,147,353
Outside Services	93,920	924,664	1,917,360	992,696	48.23%	1,024,741
Contingency			225,000	225,000	0.00%	
Subtotal Operating Expenses	1,037,977	8,159,492	15,744,021	7,584,529	51.83%	8,142,882
Capital						
Capital Improvements	454,953	4,411,471	13,579,107	9,167,636	32.49%	5,500,973
Subtotal Capital	454,953	4,411,471	13,579,107	9,167,636	32.49%	5,500,973
Total Expenses	$ 1,492,930	$ 12,570,963	$ 29,323,128	$ 16,752,165	42.87%	$ 13,643,855
Excess Revenues Over (Under) Expenses	$ 568,520	$ 1,902,144	$ (5,347,442)	$ 7,249,586		$ 471,983

Pending/Threatened Litigation

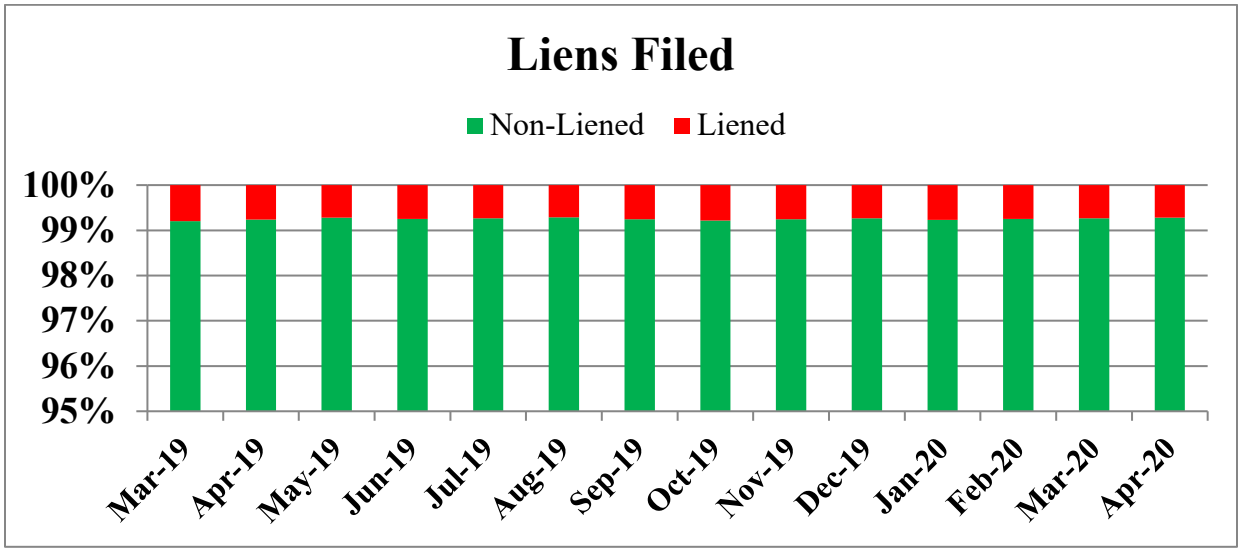
- Whispering Trails – The District received a formal notice that a negligence claim is being made on behalf of a resident of Whispering Trails as a result of a personal injury incident. We notified the District's legal counsel, the project engineers, the contractor, and the District's General Liability Insurance provider, PRIA. The contractor has filed a claim with their insurance company, where we are named as an additional insured.
- Vehicle Accident – The District received a legal summons related to a vehicle accident involving a District vehicle. This claim is currently being handled through the District's General Liability Insurance provider, PRIA. PRIA has assigned the firm of Roberts, Reynolds, Bedard & Tuzzio, PLLC to represent the District.

Accounts Receivable

The chart below illustrates customers' receivable status as a percentage of quarterly sewer billing. Paid or current balances represent approximately 80% billing.



The District serves approximately 32,700 customers. Currently, the District has 235 liens filed which represent approximately 1% of our customers.



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D. Albrey Arrington, Ph.D., Executive Director

MEMORANDUM

TO: D. Albrey Arrington, Ph.D., Executive Director

FROM: Kris Dean, P.E., Deputy Executive Director/Director of Engineering Services

DATE: May 13, 2020

SUBJECT: Engineering Services Report

PROJECT HIGHLIGHT

Bridgewater: Sanitary sewer plans were approved for Bridgewater Preserve PUD this month. Bridge water will be a 107 single family home development located off SE Island Way. The development will include 2 lift stations with gravity systems to serve the bulk of the development with 8 low pressure stations to serve the 8 lots to the north and northeast.

Bridgewater Preserve will be the first new construction project entered into our GIS and CMMS systems as "proposed" infrastructure and construction/testing progress for each proposed asset tracked. Similar to the lining projects the use of these tools will allow reporting functions to track progress and completeness of the project throughout construction and define the closed-out process to ensure all documentation is submitted and approved prior to acceptance of the project by the District.

While Bridgewater Preserve is a developer installed project the same process and work flow in CMMS will be applied to District installed projects.

Gordon M. Boggie, Board Member | Dr. Matt H. Rostock, Board Member | Stephen B. Rockoff, Chairman | Harvey M. Silverman, Board Member | James D. Snyder, Board Member

IN-HOUSE PROJECTS

Lift Station Rehabilitations General Construction Services: Lift Station 101 and 56 should be complete by September2020. Our overall lift station rehabilitation projects are slowly getting back on schedule and should be completed by the end of this fiscal year.

Cellular Telemetry: Staff are coordinating with a consultant for an evaluation of the proposed systems and pilot installations to determine the best value option for the District's 157 unmonitored stations. Based on the best value option(s) the District will standardize to this option and proceed with procurement and installation of the units. The new telemetry will provide power, pump and level status as well as offer battery backed up communication to the stations. The battery backup and level status will be key features used in managing an emergency response to significant power failure in our service area.

181st Street Gravity Sewer System: This project will serve 11 lots located just off Limestone Creek Rd. The new system will tie into an existing gravity system in Limestone Creek Rd. Design is complete. With approval of the Contractor Safety Management Policy (TAB 5C) we will be ready to finalize the contract document and go to bid.

Lift Station 57 and 58 Tie-in to Transmission System: The tie-ins are complete and FDEP approval to place into operation has been received. Initial testing showed issues at one station overcoming the additional head; Staff are evaluating pump performance with factory specifications prior to determining a path forward.

Fiscal Year 2020 Main Lining Projects: Main lining in Lift Station 057 and 058 collection systems and the Brentwood/Weldwood areas are complete. Staff are reviewing additional areas for main lining to possibly complete this fiscal year.

Fiscal Year 2020 Lateral Lining Projects: The contractor has mobilized. Staff are getting up to speed with data input in EAM to track the lining progress and anticipate running progress reports starting June 1 for the month of May.

Lift Station 70 Emergency Generator and Power/Control Panel: This project provides a permanent emergency generator at Lift Station 70 and a new power and control panel including variable speed pump drives. The station went fully online as we prepared for Hurricane Dorian. The critical functions of the telemetry and alarm system are functional at the station and at the plant; however, staff and the contractor continue to work to resolve communication and monitoring points between the control panel, generator and data flow telemetry system.

COVID-19 UPDATE – COLLECTIONS REUSE, CONSTRUCTION AND INSPECTIONS

With our implemented social distancing throughout the District work force we are focusing our scheduled work on preventative maintenance and routine inspections that can be managed with one or two man crews; as such, our reporting indicates that productivity in our preventative maintenance programs and routine inspections are being maintaining however, we are seeing a loss of productivity on larger more complex inhouse projects. As we continue with our social distancing requirement we will continue to monitor specific projects in the backlog to ensure continuity of service.

SANITARY SEWER OVERFLOWS

There were three sanitary sewer overflows in the collection/transmission system in April.

The first overflow was 50 gallons from a cracked pvc fitting on a low pressure service. The cracked fitting was discovered during routine preventative maintenance of a low pressure station. No obvious reasons for the failure were noted.

The second overflow was 30 gallons from a failed low pressure customer connection at the service box. It appears the customer's plumber used a threaded PVC nipple in a glue joint fitting which passed the initial pressure test but failed after approximately 18 months of use. We have advised the plumber of the failure in an attempt prevent future recurrences. Additionally, we are looking at our material inspection requirements and final inspection process to determine if an opportunity exists for us to have caught this during construction or at the time of connection.

The third overflow was less than 1 gallon from a damaged low pressure main. The minor damage occurred when a contractor was excavating across the low pressure main. The main was marked and the contractor had located it; however the equipment operator inadvertently damaged the main as they crossed it.

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D. Albrey Arrington, Ph.D., Executive Director

MEMORANDUM

TO: Albrey Arrington, Ph.D., Executive Director

FROM: Jason A. Pugsley, P.E., Operations – Plant Manager

DATE: May 13, 2020

SUBJECT: Operations Department - Monthly Report for April 2020

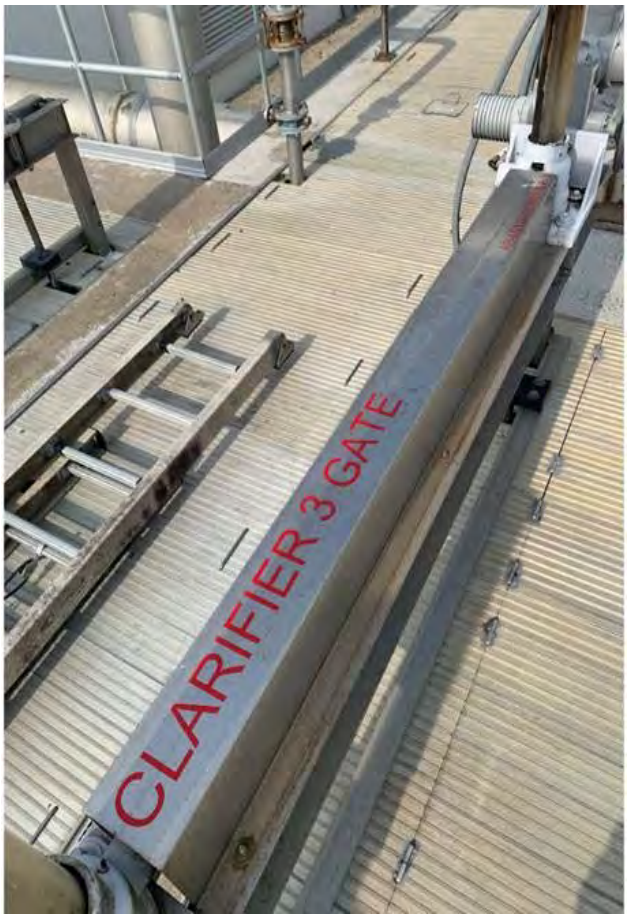
Treatment Plant Division/ Maintenance Department

April was a great month for operations with no permit exceedances, and all monthly reports were completed on time. The plant did experience one (1) unauthorized discharge of raw sewage during the month. Approximatley forty (40) gallons of raw sewage was discharged from the grit classifier unit located at the groundfloor of the headworks structure. The dewatering and conveyance of grit is one of the most abrasive processes at the WWTF. The constant processing of grit caused a hole to form in the housing of the grit classifer unit from the inside out. Fortunately, Opertions Staff discovered the leak early and were able to quickly isolate and remove the classifer from operation. Advisories were submitted to the appropirate agencies and the area affected was cleaned and disinfected. Maintenance was able to repair the housing and the unit was placed back into service the following day. The existing unit is nearly 15 years old and was not equipped from the manufacturer with a replaceable trough liner. The existing unit is suitable for continued use but replacement within the next fiscal year is warranted based on an interior inspection of the housing. Staff are also evaluating other modifications at the headworks including the construction of a trench drain across the front of the grit classifier/dumpster room roll-up door. The trench drain will prevent wash water and unauthorized discharges from exiting the room.

Exisiting Grit Classifer Unit

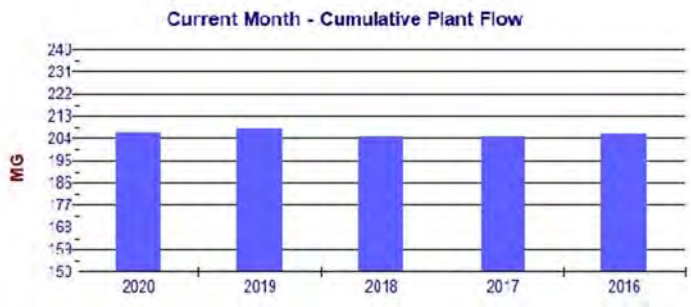
A few key projects completed this month by Operations included the draining of Aerbay No. 1, which allowed Staff to inspect the fine bubble diffusers and process air piping. Upon inspection it was discovered that a repair was required to one segment of the process air piping. The repairs were quickly made by Plant Maintenance. During the month, Operations also completed labeling of the weir gates at the clarifier distribution splitter box. The splitter box controls the distribution of flow from the aeration basin effluent trough to each of the clarifier units. Labeling of the gates makes it readily evident which gate modulates flow to each clarifier unit. Throughout the month staff also continued to fine tune the sludge storage tank odor control unit.

Aeration Basin No. 1 – Fine Bubble Diffusers and Piping

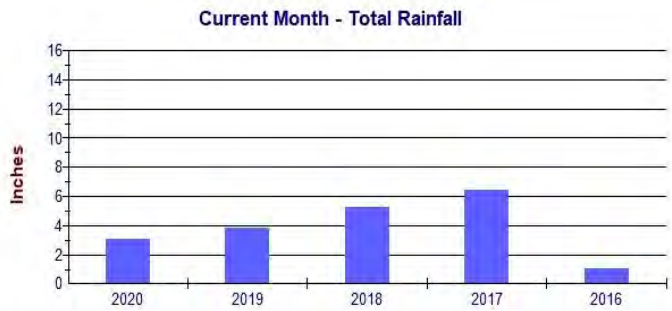


Clarifier No. 3 Weir Gate

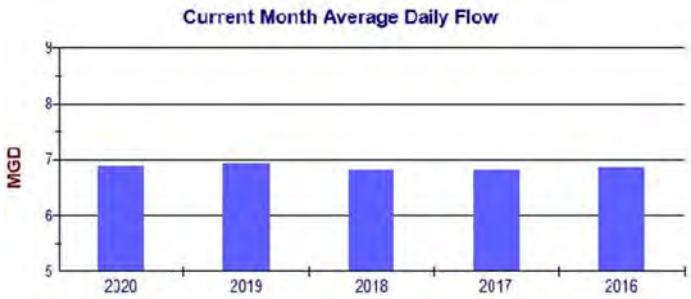
We have had great month of no operating permit exceedances.



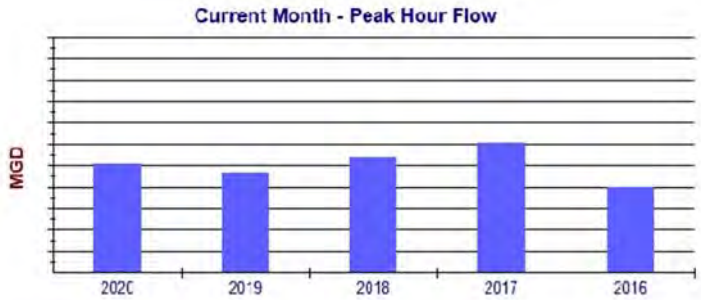
The cumulative influent flow to the plant for the month of April was 206.68 million gallons.



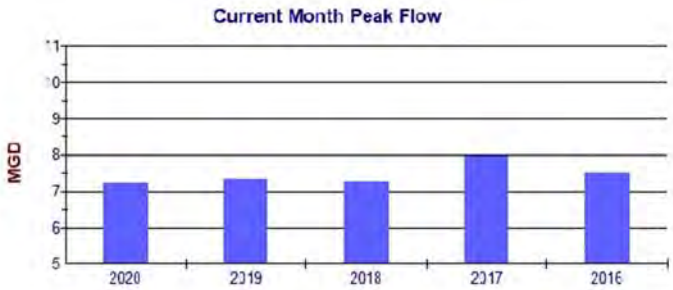
3.11 inches of total rainfall was recorded at the plant site during the month of April.



The Average Daily Flow (ADF) for the month of April was recorded at 6.89 MGD compared to 6.93 MGD one year ago, for the same month.



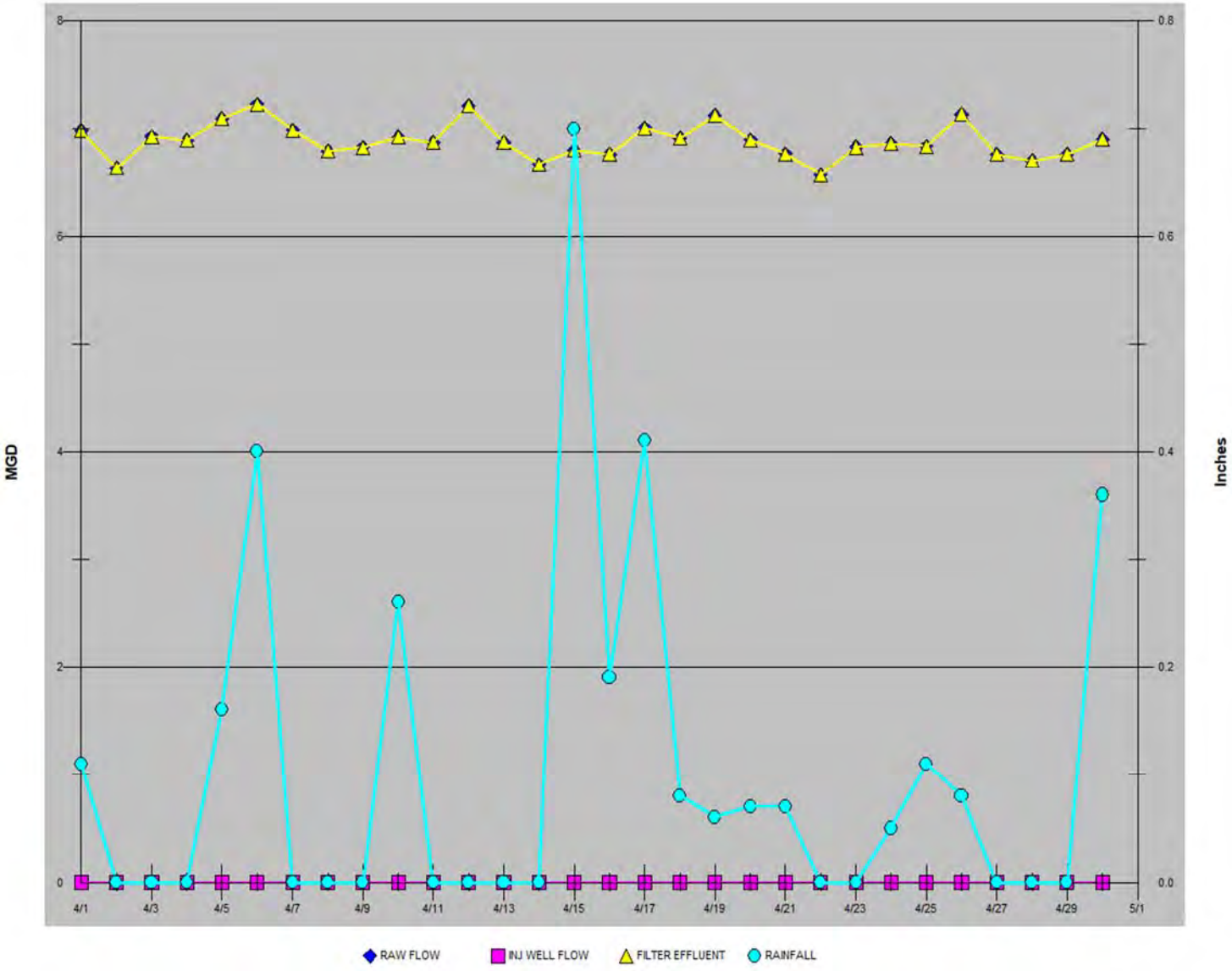
The Peak Hour Flow (PHF) for April was 7,014 GPM which equates to an equivalent daily rate of 10.10 MGD.



The Maximum Daily Flow (MDF) in April was 7.23 MGD.

For the month of April, the cumulative influent flow to the plant was 206.68 MG of which 206.68 MG was sent to the IQ storage system where it was distributed, as needed, to the various golf courses and the Abacoa development sites. A total of 3.11 inches of rainfall was recorded at the site during the month and 0.00 million gallons of blended effluent was diverted to the Deep Injection Well. Overall, 100% of the plant influent flows were treated and available for reuse as IQ water. The plant delivered a total of approximately 240.42 million gallons of IQ water to the reuse customers during the month of April.

Year to date, approximately 73.82% of all influent flow to the plant was treated and available for reuse as IQ water. The total volume of IQ water distributed to reuse customers for the year stands at 662.05 million gallons.



All monthly reporting has been submitted on time.

Treatment Plant:

April was a great month for Plant Operations with no permit exceedances, and all monthly and annual reports were completed on time. The Operations staff continued to work diligently to perform routine monitoring, sampling and general cleanup of equipment and structures. All Operations and Maintenance Staff continue to work based on the previously implemented COVID-19 Interim Plant Schedule as well as the previously defined Staff Segregation Plan which is intended to optimize social distancing of District Staff. I am really pleased and proud of the way all Staff have been performing during these strange times. It is truly a testament to the professionalism and nimbleness of each Staff member.

During the month, Operations and Maintenance Staff have also been working with Process Control Consultants to complete critical items remaining to finalize the automation of the sludge dewatering process. It is anticipated that the automated process will be tested, complete and in-service by the next board meeting. A completion status will be provided for this project next month.

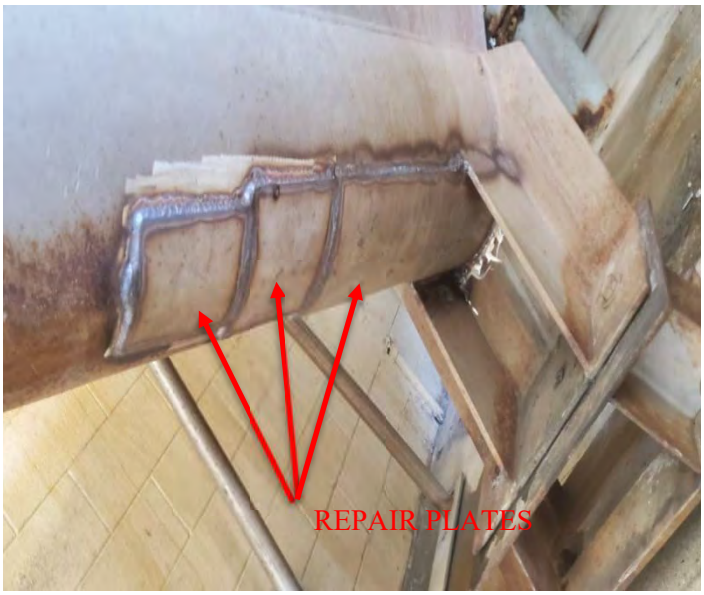
Sludge Dewatering Belt Filter Press Units and Bridge Crane

Maintenance Department:

The Maintenance Department continued to efficiently perform planned maintenance (PM) tasks over the last monthly period. In addition to the completion of standard PM tasks the Maintenance Department addressed non-routine maintenance items as well as "special projects". A few examples of these types of projects are presented below.

As discussed previously, a hole was worn through the housing of the grit classifier unit located on the ground floor of the headworks structure. The grit classifier performs a very important function since it removes coarse grit and sand from the influent waste stream and prevents these items from causing damage to downstream mechanical process equipment. Additionally, if grit is not removed from the process stream it will accumulate within downstream structures (EQ Tank, Aerbays, etc.) since this grit is heavier than what can generally be kept in suspension by the diffused aeration and mixing systems in these structures. Long term accumulation of grit can have a detrimental impact on the efficacy of the treatment process.

Upon emptying the classifier unit, Staff completed an initial assessment of the housing to determine the extent of the internal wear and fabricated and rolled a repair plate to weld to the base of the unit. As Staff began welding, it was determined that the extent of the wear was greater than initially anticipated. In the end, a total of three repair plates were welded to the base of the unit. The ability of Maintenance Staff to repair the unit and return it to service within 24-hours was critical to prevent the excessive accumulation of grit in the process tankage. Based on the condition of the classifier unit and the criticality to the process, Staff is anticipating the replacement of the unit within Fiscal Year 2021.



Grit Classifier Unit - Repair Plates

District Staff are continually looking for ways to work more efficiently, streamline work processes and to solve problems. A great example of this is an idea which originated from Collections System Foreman Adrian Sanchez. Upon taking delivery of some towable emergency/standby generator units and cabling recently, Adrian realized that it would be beneficial to keep the generator units and cables paired and stored together. Pairing them together allows them to be inspected and maintained during a common PM activity. Additionally, pairing them together ensures that upon deployment, each generator is already equipped with the cabling required to connect to and power the lift station control panel in the field. Pairing the generator and cabling together will reduce the possibility of turn-backs in the field associated with not having all required items to place the standby generators into service upon arrival at a site.

Having identified a problem Adrian turned to Treatment Plant Maintenance Foreman Anthony Nicoletto and the Maintenance Team for a solution. The Maintenance Team designed and fabricated a cable tray which was secured to the trailer frame of the towable generator unit. The tray was designed to be the full length of the generator unit. The width of the cable tray was determined based on maintaining the current overall width of the generator unit trailer outside fender to fender width. The cable tray was fabricated of corrosion resistant aluminum.

While simplistic in nature, this project is a great example of District Staff collaborating to identify problems and to develop and implement solutions which will make the completion of specific processes more efficient and smoother.

Towable Emergency/Standby Generator Unit – Cable Trays

Loxahatchee River District

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D. Albrey Arrington, Ph.D., Executive Director

MEMORANDUM

TO: Albrey Arrington, Ph.D., Executive Director

FROM: Bud Howard, Director of Information Services

DATE: May 15, 2020

SUBJECT: Monthly Governing Board Update for April 2020

WildPine Ecological Laboratory

Riverkeeper Project

In April, staff from the lab collected water quality samples from 25 monitoring stations throughout the watershed. We collected an additional 50 bacteria samples in April for various projects such as our weekly bacteria monitoring program and our partnership project with Town of Jupiter studying Sims and Jones Creeks. The analysis we performed showed water quality throughout the watershed degraded a little bit in April when compared to March.

With the completion of a major project to revamp our river water quality data processing and management workflows (more details in the Information Technology section below), we now summarize our monthly water quality data in a new, simplified "score card". The new table shows the total number of samples meeting, or failing to meet, the FDEP/EPA water quality standard, and then computes and color codes the percentage of samples scoring "Good". We look forward to receiving your input on this presentation approach for eventual publication on our public web page.

1/1/2019 4/30/2020

Loxahatchee River District
Water Quality Scorecard
Results scored to FDEP/EPA Water Quality Criteria

Green: 90% - 100%
Yellow: 75% - 89.9%
Red: < 75%

TN: Total Nitrogen, TP: Total Phosphorus, CLA: Chlorophyll a, BAC: Enterococci, E. coli and Fecal coliform bacteria

Year	Month	CountTN	PctGoodTN	CountTP	PctGoodTP	CountCLA	PctGoodCLA	CountBAC	PctGoodBAC
2019	January	25	96.0%	25	76.0%	25	52.0%	75	76.0%
2019	February	23	87.0%	23	78.3%	23	60.9%	71	80.3%
2019	March	18	100.0%	18	77.8%	18	61.1%	66	74.2%
2019	April	25	96.0%	25	80.0%	28	35.7%	68	77.9%
2019	May	23	95.7%	23	87.0%	23	65.2%	81	85.2%
2019	June	15	100.0%	15	86.7%	17	52.9%	65	75.4%
2019	July	26	100.0%	26	73.1%	27	33.3%	76	85.5%
2019	August	44	93.2%	44	50.0%	44	47.7%	92	59.8%
2019	September	35	85.7%	35	45.7%	35	45.7%	79	87.3%
2019	October	33	93.9%	34	76.5%	32	43.8%	82	90.2%
2019	November	35	97.1%	35	77.1%	35	65.7%	82	80.5%
2019	December	16	100.0%	16	87.5%	16	87.5%	62	85.5%
2020	January	47	85.1%	47	55.3%	47	72.3%	98	76.5%
2020	February	25	96.0%	25	100.0%	25	72.0%	73	89.0%
2020	March	15	100.0%	15	100.0%	15	80.0%	64	87.5%
2020	April	25	100.0%	25	80.0%	25	52.0%	75	88.0%
Total		**430**	**94.2%**	**431**	**72.9%**	**435**	**56.6%**	**1209**	**80.9%**

Gordon M. Boggie, Board Member | Dr. Matt H. Rostock, Board Member | Stephen B. Rockoff, Chairman | Harvey M. Silverman, Board Member | James D. Snyder, Board Member

Total Nitrogen (TN) concentrations in April were "Good" with no stations sampled exceeding the FDEP/EPA Numeric Nutrient Criteria (NNC) water quality standards. The average TN for all stations throughout the watershed in April was 0.55 mg/L.

Total Phosphorus (TP) concentrations in April scored "Poor" at 5 out of 25 (20%) stations when compared to the NNC water quality standards and was worse than March. Stations CALC and TPJ, both in Jones Creek, had the highest concentration of TP at 0.12 mg/L, well above the NNC of 0.075 for that area. The average TP for all stations throughout the watershed in April was 0.03 mg/L.

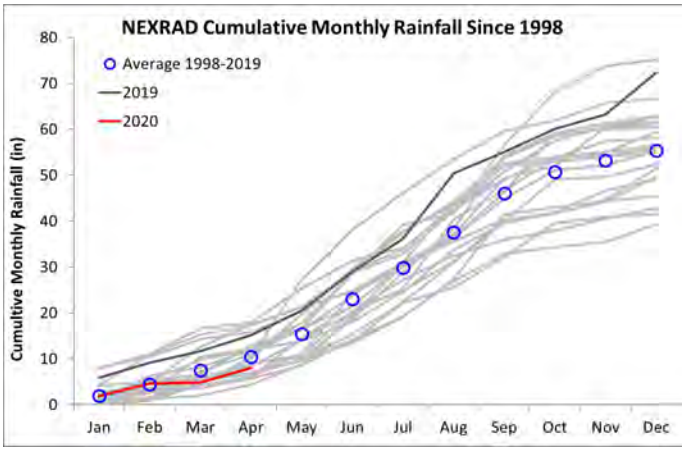
Chlorophyll (CLA) concentrations in April scored "Poor" at 12 out of 25 (48%) stations when compared to the stringent NNC water quality standard for each river segment. The highest concentration was found at Station 74 (Sims Creek Canal at Indiantown Road) at 16.3 ug/L, well over the strict NNC (5.5 ug/L) for that area. The average chlorophyll values for all stations was 6.4 ug/L.

Fecal coliform bacteria in April scored "Poor" at 5 out of 25 (20%) stations when compared to DEP's threshold of 800 MPN/100 mL, up from 4% exceedances in March. The average fecal bacteria count for all stations sampled was 646 MPN/100 mL, also higher than 270 MPN/100 mL in March. Station 735 in Sims Creek had the highest concentration of fecal coliform bacteria at 5,794 MPN/100 mL.

Combining all of the fecal indicator bacteria (enterococci, E. coli and fecal coliform) 9 out of 75 (13%) samples collected scored "Poor" when compared to DEP's Surface Water Quality Standards for each parameter (fecal coliform, enterococci, and E. coli), which was similar to the results we measured in March.

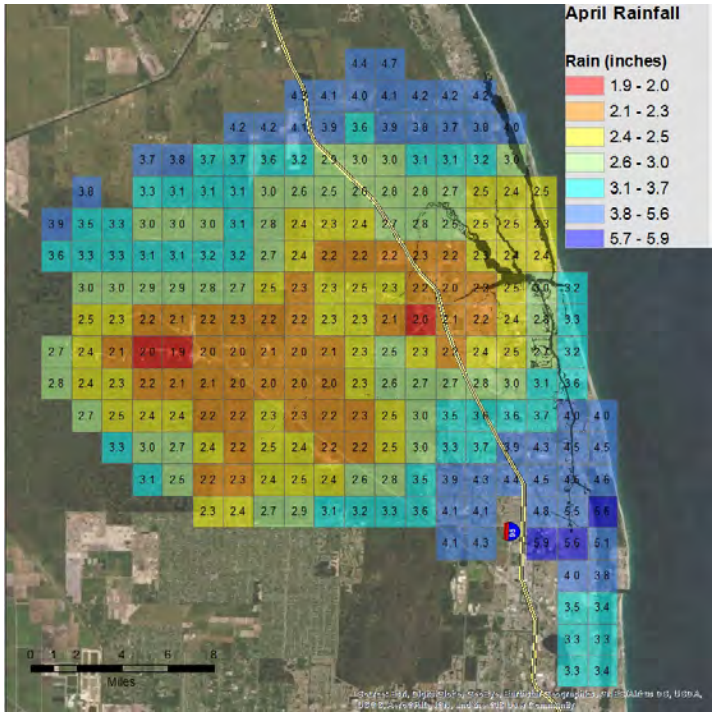
Hydrologic Monitoring

We are clearly in the throes of the dry season. In April, average rainfall across the watershed was only 3.2", right in line with the historical average for the month of 3.1". The NEXRAD radar-based rainfall detected rain on 16 days throughout the month, with the largest single day total of only 0.62" observed on April 17. Year-to-date cumulative rainfall through April is 8.0" which is about 23% below the average of 10.4" and about half of the 15.2" of rainfall experienced by this time last year (see figure at right).



Cumulative annual rainfall using NEXRAD radar-based data. Red line indicates current 2020 cumulative rainfall total. Blue circles indicate mean cumulative rainfall since 1998. (2019 indicated as dark gray line).

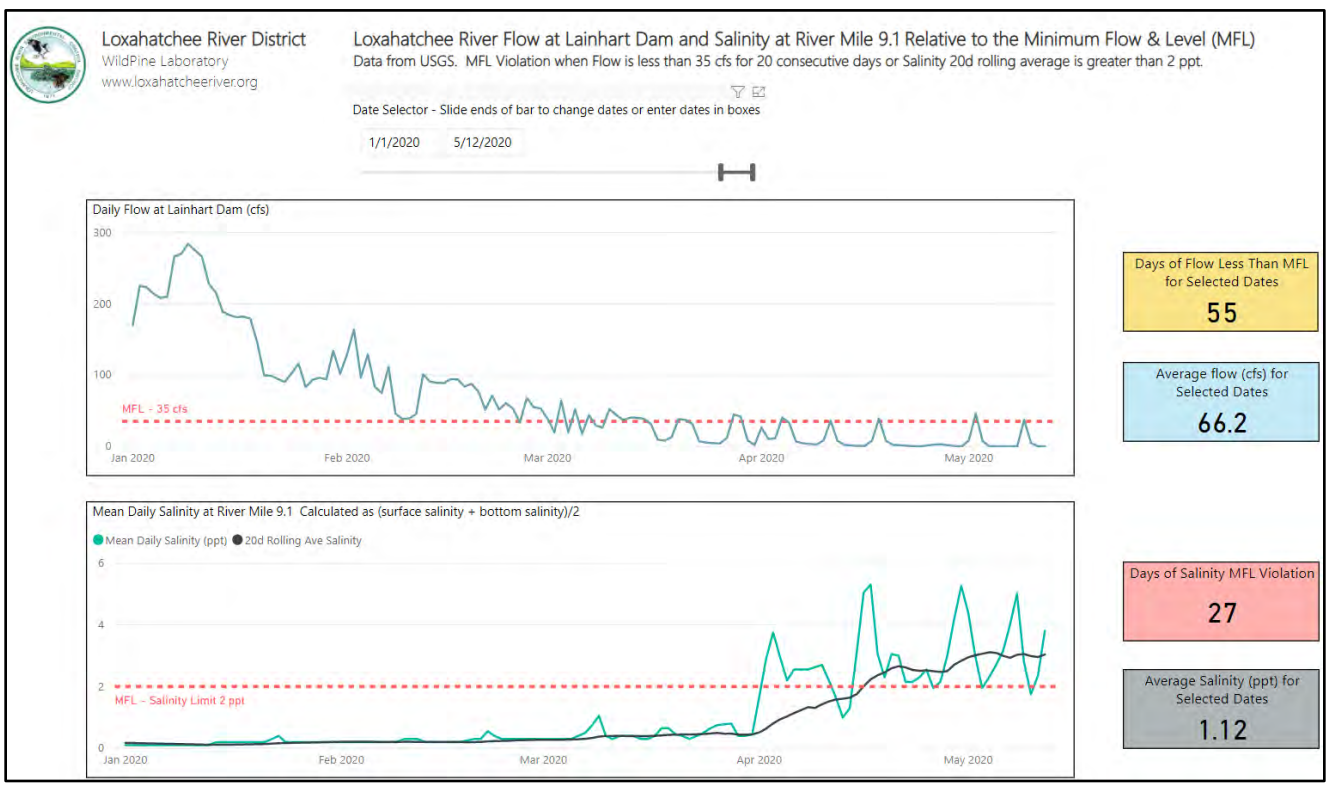
Spatially, there was a 4" difference in rainfall totals across the watershed between the driest and wettest regions (see figure below). The driest regions were generally in the central portions of the watershed that include Loxahatchee Slough, Jupiter Farms, and northeast region of J.W. Corbett Wildlife Management Area (specifically over Pratt & Witney) which experienced as little as 1.9" of rain. The "wettest" region was split between the northern reaches of the watershed including much of Jonathan Dickinson State Park and southern areas which include Abacoa and parts of Juno where up to 5.9" of rain were measured.



Rainfall distribution across the watershed using NEXRAD data. Each pixel represents an area of 2 km x 2 km. Blue colored pixels show highest rainfall and red pixels show lowest rainfall.

River flows measured at Lainhart Dam continued to decline, ranging from no measureable flow to 40 cfs, and an average daily flow of only 9 cfs. Daily flow during most of April was well below the 35 cfs Minimum Flow and Level (MFL) threshold, but flow violations were avoided by pulsing flow to just above the threshold on a 7-day schedule on April 4, 11, and 18. Flow remained at, or near zero, for the remainder of the month. Despite the low flows measured over Lainhart Dam, there were no measurable supplemental flows from the G-161 structure.

The low river flows had a notable effect on salinity measured in the northwest fork. Daily salinity at the USGS River Mile 9.1 structure was above the 2 ppt MFL threshold with a monthly daily average of 3.5 ppt, with a peak salinity of 8.2 ppt measured on April 30. On April 16, the 20-day rolling average salinity broke the MFL Rule criteria of 2 ppt and remained there for the remainder of the month (15 days). <u>As of May 13, there has been 27 days of MFL Rule violation.</u>



LRD's Minimum Flow & Level (MFL) data visualization tool available at www.loxahatcheeriver.org/river/. River flows measured at Lainhart Dam presented in the upper figure, Daily and 20-day rolling average salinity shown in the lower figure. A MFL Rule violation occurs when the black line crosses above the red dashed line in the lower figure.

Oyster Spawning and Settlement Monitoring

April is typically the month we begin experiencing substantial spring oyster spat settlement. However, spring of this year got off to an unusually early start when in March both forks of the river showed unprecedented early settlement setting yet another benchmark in our oyster settlement data. April 2020 continued the trend with higher than average spat settlement density in both river forks. In the Northwest Fork, where oyster spat density was highest during this 34-day period ending May 4, average spat density was 8,610 spat m^2; 67% higher than the average of 5,162 spat m^2 typically observed during this time period and down slightly from last month (see figure at right). Likewise, settlement activity in the Southwest Fork was also 67% above average with 5,637 spat m^2 compared to the period average of 3,347 spat m^2. These numbers once again set a record for spat density for this time period in both river forks.

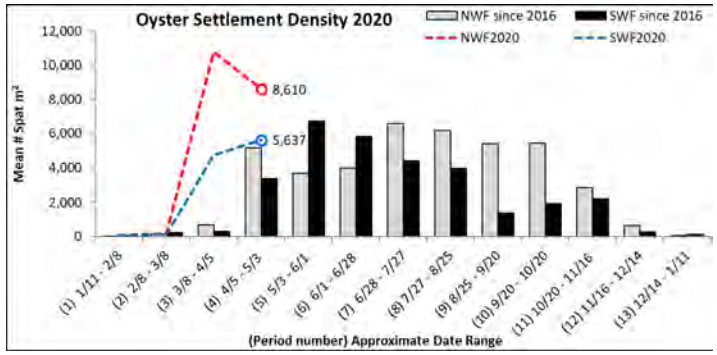


Figure shows mean oyster spat settlement for the Northwest Fork (gray bars) and the Southwest Fork (black bars) since 2016. Dashed lines show oyster spat settlement so far for 2020 in the NWF (red) and SWF (blue) with the most current density shown next to colored circles.

There was a dichotomy between upstream and downstream sites in both river forks. In the Northwest fork, the upstream site had a mean density of 9,646 spat m^2 accounting for 56% of total settlement activity. This is uncharacteristic for the Northwest Fork as typically the downstream site experiences the highest density. This may be the result of substantially decreased river flows or it may be indicative of renewed spawning activity in the upstream reaches of the river. The difference in the upstream and downstream sites in the Southwest Fork was even more pronounced. The early and strong settlement activity may be a result of the mild winter and warmer temperatures, low rainfall and river flow, higher salinity, though other factors may also be at work.

In the "interesting observations" department, many oysters at the downstream site of the Southwest Fork appeared to be dead; shell intact but opened. Microscope evaluation in the lab revealed the culprit for the dead oysters was the snail *Urosalpinx cinereal*, or the Atlantic Oyster Drill. These predatory snails seek out live oysters and "drill" a small hole so they can digest and consume the oyster from inside its own shell. Research indicates these snails feed most actively when temperature is near 25°C and salinity is above their tolerance limit of 9 ppt, and drilling activity increases with increasing salinity. During the month of April temperature at station 72, near this sample site, ranged from 23.9°C to 30.3°C and salinity ranged from 30.4 ppt to 35.2 ppt; both ranges were optimum for drilling and feeding activity and their presence are another indicator of higher salinities in the estuary. Interestingly, fossilized shell that we used for some of our oyster restoration projects have similar holes indicating this predatory relationship goes back thousands of years.

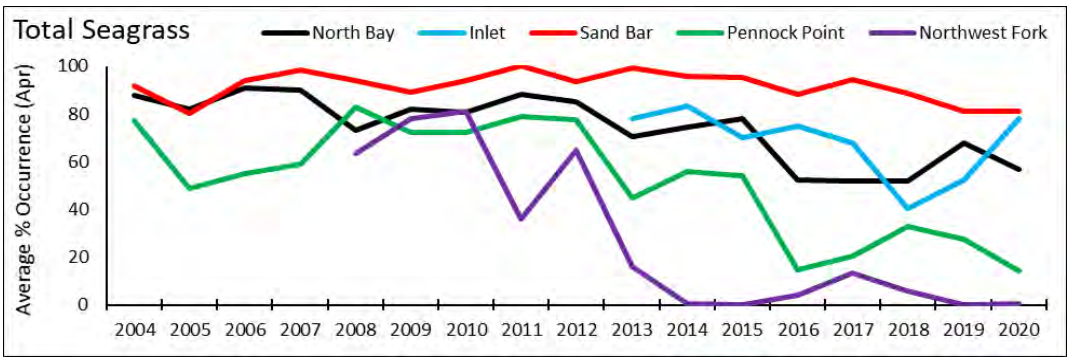
Images show the tell-tale presence of the predatory snail named the Atlantic oyster drill. Left photo is taken of oysters from the downstream oyster monitoring site of the Southwest Fork with holes made by the snail (red arrows). The center photo shows one of the snails that was found on an oyster monitoring tile (blue circle; aprox. 1 mm in size). The right photo shows fossilized clam and snail similar to the ones found on the tiles.

Bimonthly Seagrass Monitoring

April began our first monitoring event of the 2020 seagrass monitoring season. We were excited about this sampling to utilize the District's new GPS equipment in the field, and to evaluate conditions following low river flows (higher salinities) and reduced boating activity resulting from covid-19 restrictions. First, the new GPS unit is proving to offers several advantages over the old system including streamlined data management and valuable information for the operator during data collection.

Staff using the new modular GPS system in the field. The great staff from our maintenance department fabricated mounting brackets for our kayak.

With spring/early summer seagrass presence historically higher than other times of the year, combined with reduced recreational boating due to water access restrictions in an effort to slow the spread of the Covid-19 virus, we were optimistic that seagrasses in the estuary would show signs of recovery. Unfortunately, the observations were not as encouraging as we had hoped, but there was some good news. We measured a notable increase of seagrass presence observed at the Inlet site where total seagrass percent occurrence increased from 52% in April 2019 to 78% during April 2020 (Figure below). That makes two consecutive years during the month of April where total seagrass presence has increased and matches the highest total seagrass percent occurrence recorded in 2013. Results for the other sites indicated flat or continued decline for the month of April.



Total Seagrass percent occurrence during April of each year beginning in 2004. Data represent the average presence of seagrass regardless of species. North Bay (black), Sand Bar (red), and Pennock Point (green) were the original seagrass monitoring sites thus data go back to 2004. The sites Northwest Fork (purple) and Inlet (blue) were subsequently added in later years.

Volunteer Water Quality Monitoring Program

Because of the pandemic, most of our volunteers were not able to conduct their water quality monitoring. We are however, very thankful to two volunteers, Mrs. Gates and Mrs. Siani, who were able to do some testing in April. Site 107, Mrs. Gates site scored a "B" for the month, and Mrs. Siani's site scored an "A".

It is with a heavy heart that we report the sudden passing of Mrs. Sparger. She and her husband, Jim, were dedicated water quality monitors in the North Fork since 2004.

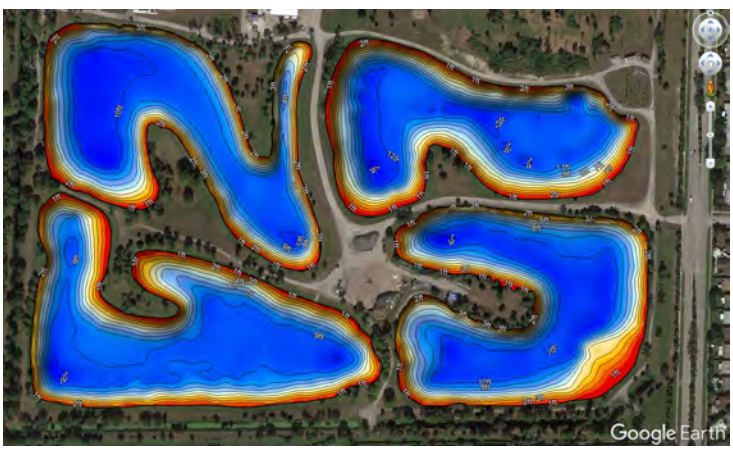
Site	Temp (F)	Secchi	Salinity	pH	DO	DO%	Color	Vis	Salt	pH	DO	DO%	Color	Score	Grade
LR10V	77.5	3.0	34.8	8.2	6.8	100.0	1.0	Good	Good	Good	Good	Good	Good	100.0	A
LR107V	76.6	VAB	17.5	6.9	4.7	61.6	1.0	VAB	Poor	Good	Good	Good	Good	80.0	B
Average	77.0							scale:	0=poor	2=fair	4=good			90.0	A

VAB (Visible at Bottom)
DO (Dissolved Oxygen)
ND (No Data)

Volunteer water quality scoring.

Lake Bathymetric Mapping Project

In an effort to support the District's engineering and reuse departments and maximize the utilization of our reuse water to the greatest extent possible, the lab staff conducted a bathymetric survey of the reuse lakes to compute volume calculations. While not "survey-grade", today's sonar equipment and available software allow us to very efficiently and cost-effectively obtain quality volumetric data for the lakes. David Porter led the effort along with his colleagues in the lab to do 14 field collection missions and collect over 36,000 location and water depth readings. We used these depth readings to create a digital elevation model and volume calculations of the lakes, and compute volume quantities for the various lake levels shown in the table below. These calculations can help our staff better understand seepage and evaporation rates and help maximize the management and utilization of stored I.Q. water, a valuable resource.



LRD Reuse Lake Remaining Capacity Summary
From ReefMaster v2 software; Sonar Data collected January-March 2020 by LRD Staff
Million Gallons

Lake Elevation Ft	Lake 1	Lake 2	Lake 3	Lake 4	TOTAL
16	28.9	30.1	29.7	29.7	118.5
15	25.0	25.7	25.7	26.1	102.5
14	21.2	21.4	21.9	22.8	87.3
13	17.6	17.5	18.3	19.6	73.0
12	14.3	13.8	14.9	16.5	59.5
11	11.1	10.5	11.7	13.7	47.0
10	8.3	7.4	8.9	11.0	35.5

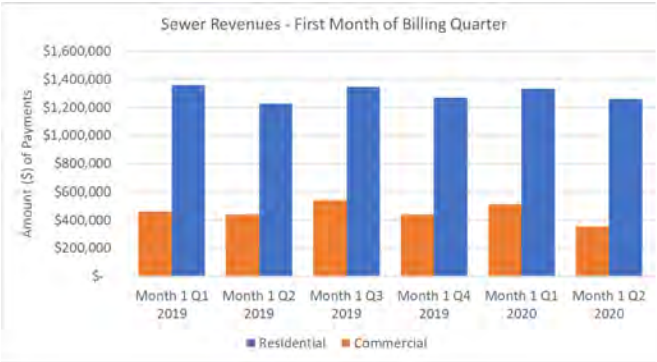
Customer Service

Payment Processing

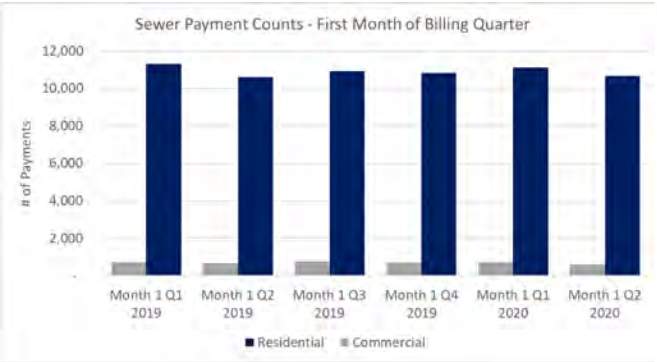
The 2nd Quarter 2020 bill distribution began on April 13 with new messaging and signage to explain reminders including: 1) not to flush wipes, 2) ways to pay their bill, 3) ownership changes, and 4) setting up new connections without coming to the office. With the closure of our office to walk-in customers we made several accommodations including remote notary service, which was offered under the Governor's orders. Staff processed nearly 11,300 payments totaling $1.6M.

With the closeout the first month of the quarter during the COVID-19 protection measures, we saw a 10% reduction in revenues totaling approximately $175,000. The counts of payments were down by 3% with 387 fewer payments than the average for the previous five months first months of the quarter. For residential customers, sewer revenues were down 4% or $48,000, but commercial customer revenues were down 27% or $127,000. Payment counts for residential customers were down 3% and 15% for commercial customers.

Both revenue reductions and counts were near the ranges we have observed in the past – sometimes our customers pay early, other times they wait until the second month of the quarter when the bill is due. With Q2 bills due on May 20, the payment statistics will be very informative as we close out the second month of the quarter and begin to gauge the anticipated delinquency rates.



Sewer Revenues for the first month of the quarter from Q1 2019 through Q2 2020



Sewer Payment Counts for the first month of the quarter from Q1 2019 through Q2 2020

Information Technology (IT)

Engineering Inspection Reporting

As part of continuous improvements with the utilization of our Computerized Maintenance Management System (CMMS), the Engineering department provided the IT staff with a suite of new workflow processes, including new and revised checklists for inspections. From these enhancements staff can now access concise reports that show both open and closed inspection work orders for the following types of procedures:

- New Connections to Low Pressure and Gravity systems
- Mandatory Connections with Septic Abandonment
- Grease Trap Inspections with condition assessment

A big shout-out goes to Joel and Joe for quickly implementing these changes following their "training by fire hose" as Dave, the former CMMS data manager, departed the District.

Riverkeeper Water Quality Data Reporting Process Improvement

IT and Lab staff completed a significant project to completely revamp the river water quality data processing and management workflows for the lab. Following final review and approval for distribution, the water quality data now seamlessly flows from our laboratory information system to our data visualization tools on our website (including the new water quality scorecard featured in the Laboratory section above), and to the review and export tools we use for our quarterly data submittals to DEP. This is a huge accomplishment in process improvement for staff efficiency and timeliness of data reporting.

Loxahatchee River Environmental Center
May 2020

River Center Summary Statistics

LRD'S ENVIRONMENTAL STEWARDSHIP DASHBOARD

		Environmental Stewardship Impact [%ES Impact = (Total Visitors x ES Index)/Monthly Target]	Environmental Stewardship Index	Total Visitors (incl. Visitors, Field Trips, Onsite Programs)	Average Program Participation [Actual participants/Capacity of Program]	Volunteer Engagement	1st Time Visitors	Visitor Satisfaction	Staff Overall Program Assessment	Expenses	Program Revenue
Benchmark / Customer Expectation		% of Target	Monthly Average [Max Rating is 9]	% of Target	% of Capacity	% of Target	% of Target	Rating Average [Max Rating is 5]	Rating Average [Max Rating is 5]	% within budget	% of Target
Blue Level		≥ 110%	≥8	≥ 110%	≥ 95%						
Green Level		≥ 90%	≥7	≥ 90%	≥ 75%	≥ 90%	≥ 90%	≥4	≥4	≥ 85% but ≤ 105%	≥ 90%
Yellow		≥ 75%	≥5	≥ 75%	≥ 50%	≥ 75%	≥ 75%	≥3	≥3	≥ 80%	≥ 75%
Red		<75%	<5	<75%	<50%	<75%	<75%	<3	<3	< 80% or > 105%	<75%
2018 Baseline		98%	7.3	109%	84%	121%	154%	4.8	4.1	90%	165%
2019 Baseline		102%	7.3	98%	96%	131%	218%	4.7	4.4	96%	100%
2019	Apr	95%	7.5	92%	68%	138%	200%	4.7	4.1	89%	112%
	May	99%	7.4	106%	77%	130%	148%	4.8	4.1	97%	77%
	June	109%	7.5	98%	154%	141%	184%	4.6	4.5	91%	83%
	July	106%	7.3	91%	153%	151%	180%	4.8	4.4	110%	111%
	Aug	89%	7.4	89%	115%	78%	310%	4.7	5.0	100%	97%
	Sept	98%	7.1	92%	86%	197%	190%	4.8	4.3	93%	94%
	Oct	98%	7.3	110%	78%	139%	290%	4.6	4.3	100%	185%
	Nov	99%	7.4	98%	95%	108%	190%	4.5	4.7	96%	176%
	Dec	97%	7.3	93%	81%	91%	188%	4.7	4.4	84%	158%
2020	Jan	152%	7.4	103%	76%	157%	94%	4.8	4.5	101%	185%
	Feb	128%	7.4	128%	89%	147%	313%	4.8	4.5	84%	201%
	Mar	60%	7.7	36%	30%	32%	82%	5.0	3.8	83%	135%
	Apr	0%	0.0	0%	0%	21%	0%	0.0	0.0	80%	112%
Consecutive Months at Green		0	13	0	0	0	0	13	0	0	0
Metric Owner		O'Neill	O'Neill	O'Neill	Harris / Duggan	O'Neill	O'Neill	O'Neill	O'Neill	O'Neill	O'Neill

The River Center was closed all month due to COVID-19, therefore, all of our program and visitation metrics are showing in the red. One volunteer per day has been coming in to do animal care, but all other volunteer shifts were cancelled. The River Center staff has been hard at work even though we have been closed.

Dashboard Update

The River Center's dashboard has a new look this month. Working with Jack Steele, we spent several days trying to come up with a better way to focus on our mission statement and how we are meeting those goals. In short, what is the environmental stewardship impact that we are having on our community?

We have eliminated a few columns and added a few more. Eliminated columns were: School & Camp Visitors, RC Offsite Programs, RC Onsite Programs, RC Staff Guest Appearances and Program Cancellations. The School and Camp Visitors, RC Offsite and Onsite Programs were considered redundant to the Total Visitors and did not give a good picture of the impact that the River Center had with its programs. Guest appearances was eliminated because "outreach season" only lasts about 3 months, meaning that most of the year we were showing red in that column. It was not a failure to attend; it simply reflected the seasonality of outreach events. Finally, Program Cancellations was originally added so we could identify

how often this was happening. The results were what we expected; it was happening frequently. We have eliminated this column, but its effects will still show in our new Environmental Stewardship Impact column.

In addition to the red, yellow, green on the dashboard, you will notice that there is a new color: blue. This blue color highlights when we are operating significantly above the target. This gives us the opportunity to really tell the story of some of our most impressive programs. It will also assist us in evaluating why those programs are performing so high and help us to bring those elements to other programs. Targets were calculated by taking the averages over the past five years and rounding. Here is a look at how we are now tracking success at the River Center:

1. **Environmental Stewardship Index (ESI)** – This is column 2. I am starting with this column because it is used to calculated column 1. This column also replaces the old Environmental Stewardship column for the dashboard. It measures how well we do in communicating environmental stewardship concepts during our programs. It is a rating average between 1 and 9 for all programs offered in a given month then averaged together. To backfill the data, RC staff rated each program based on three criteria taken from our tag line. Those scores were averaged to create the Index number. Going forward, this index will be calculated each month using data from both staff and visitors. To get the monthly ESI, the ESI for each program was multiplied by the number of availabilities for that program (how many times it was offered) and then averaged. Below are the three program aspects that are rated.

    a. **Explore** – Were guests able to explore? This is defined as often unguided interaction with exhibits, instructors and natural areas. Inquiry-based learning. An example of this would be the Atala Butterfly Festival that we had in February. During the event, guests could explore our exhibits and our garden. We had staff and volunteers strategically placed so that guests could ask questions.
    b. **Experience** – Did they have a good experience? This is defined as guided, hands-on learning. Our homeschool workshops and Science with Sam are excellent examples of programs that focus on the experience of the participants.
    c. **Connect** – Did they make a connection in their lives? This is defined as creating a physical and/or emotional relationship with nature. Outdoor programming such as kayak trips, nature hikes and seine and dip programs help our participants make a direct and tangible connection to their environment. Being in nature can invoke a sense of peace and wonder that can lead to a strong desire to protect and care for nature (environmental stewardship).

2. **Environmental Stewardship Impact** – This is column 1. It is defined as the impact of our environmental stewardship index. We often have programs with a high index number, but low attendance (i.e. kayak program). Or a program with a low environmental stewardship index, but high attendance (i.e. Halloween event). This is expected, since with fewer participants, staff can work more one on one to create an atmosphere of discovery, learning and connection. To help us understand how far our programs are reaching and at what level, we created the Impact number. This is calculated by multiplying the Index by the number of participants for each program and then adding them together for the month. This is then compared to the target amount for that month and we get the percent of target.

3. **Total Visitors** – This column has not changed. It is a simple sum of all visitors to the center for the month divided by the target to get the percent of target.

4. **Average Program Participation** – This percentage is calculated by taking the number of people that attended each program divided by the total capacity (how many people could have attended, or we were projecting to attend). We know that we will rarely hit 100%

participation because groups and people are always cancelling at the last minute. We do want to know, however, that we are consistently having program participation above 75%. A high level of participation directly affects our Environmental Stewardship Impact.

5. **Volunteer Engagement** – This column has not changed. This calculates how many volunteer hours were logged during the month divided by the calculated target for the month. We hope to have enough volunteer opportunities for all of our new volunteers, as well as retaining our long-term volunteers.

6. **1st Time Visitors** – This column has not changed. It is important to know that we continue to introduce new people to the River Center and its programs. It is calculated by taking the total of new visitors for the month and dividing by the target.

7. **Visitor Satisfaction** – This column has not changed. It is an average rating of our visitors' assessment of the program(s) they attended. Did they have a good experience? Were they happy when they left? Our participants are asked to complete a short survey either on paper or online about the program they attended. There is a question about their "overall" rating (1-5) of the program and that is the number that we use for this column.

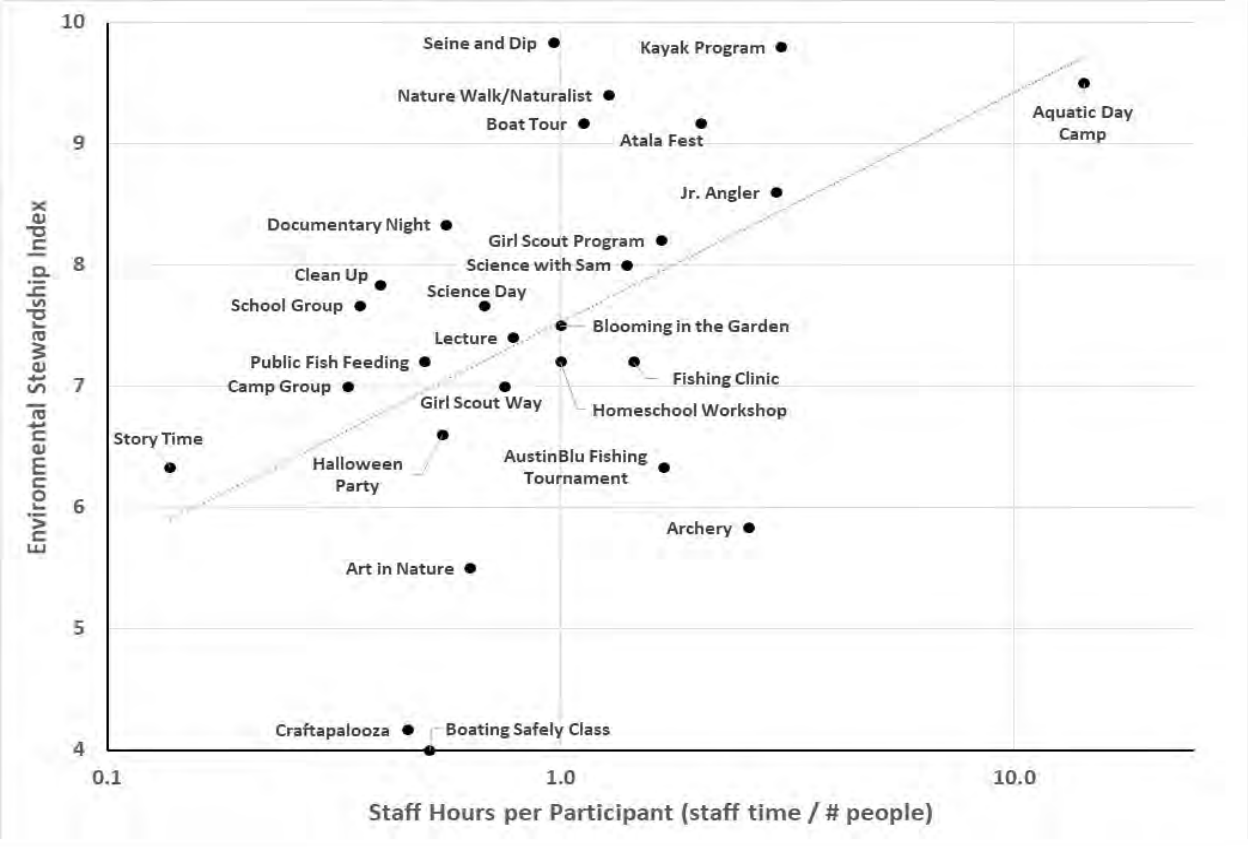
8. **Staff Overall Program Assessment** – This column's name has changed, but not the content. It is an average rating of staff assessment of each program they conducted. Do we think that the program went well? Did they leave happy? Were we satisfied by our performance? Each staff member completes a survey on paper or online that asks for an "overall" rating (1-5) of the program.

9. **Expenses** – This column has not changed. It evaluates the actual expenses (year to date) divided by the target for that month.

10. **Program Revenue** – This column has not changed. It evaluates the actual program revenues YTD to the River Center divided by the target for that month. Revenues are seasonal like much of our programming.

Invested Resources

During the discussions about the dashboard, the topic of staff resources came up as a way to evaluate the value of a program. We calculated the estimated number of staff hours required to complete a program. This included concept and development, planning, execution, and wrap-up. Using the estimated number of staff hours required to produce a program or event, we charted our staff hours per participant against our Environmental Stewardship Index. This shows the relationship of time investment and how well we can provide environmental stewardship content and connection. This chart shows that, in general, the higher ESI ratings coincide with a larger investment in time. We know that more one-on-one time with participants will result in a better ESI because we can guide them through all the steps to a deeper connection.



River Center General

COVID-19

The River Center was closed for the entire month of April. Currently, the park has reopened to boat traffic only. Playground and pavilion use are prohibited as well as all indoor activities. We continue to produce environmental education videos for each day of the week. You can check them out on our Facebook and YouTube pages.

https://www.facebook.com/loxahatcheerivercenter/

https://www.youtube.com/channel/UCwtVsfFCrjRq-uFkUG5wVUw

Below we have outlined some of the work that we have done this month.

Summer 2020

The River Center has been proactively working scenarios for our summer season. Staff have attended zoom meetings with RISE (Resources in Science Education) and ACA (American Camp Association) on the future of summer camps. Organizations are joining together to work on crisis communication, staffing, strategies, and ultimately, decision making. We have worked hard to stay abreast of what other nature centers and camps are doing for their summers.

The River Center staff spent a great deal of time discussing the implications of COVID-19, social distancing guidelines and cleaning protocols for our center. It is with great sadness that we have decided to cancel all of our summer camps and camp field trips. **In addition, the River Center's doors will remain closed for the summer.** It would be nearly impossible to guarantee 6 feet of social distance inside the building and keep up with the cleaning protocols. We do plan, however, to offer outdoor programming at a reduced participant rate for the summer. Scheduling and coordination are being laid out now so we can be ready for summer. We will also continue to offer some virtual education programs. With this reduction in program availability, it is our plan not to hire summer interns. Summer 2020 will look very different from any summer we have had so far at the River Center and we look forward to when we can engage fully with our community again.

In the meantime, we plan to lay out a series of projects that staff can complete throughout the summer.

Temporary Facilities Use Proposal to BLM

In March, the Loxahatchee River District was invited to partnership meeting with the Bureau of Land Management (BLM) at the Jupiter Inlet Lighthouse Outstanding Natural Area (JILONA) to discuss temporary use of the old Coast Guard houses located on the property. It would be a temporary lease agreement (10 years) and requires the partner to take on the cost of renovations and utilities. We were invited to submit a "pre-proposal" of our intended renovations and property use. We are attempting to have two of the units allocated for the River Center.

The proposed partnership would formalize a functional but informal collaboration between the River Center and the BLM. The requested units would provide a base of operations for River Center staff to provide managed, on-site recreational, scientific, and educational experiences to the public, students, and organized groups. These experiences would be used to fuel active environmental education efforts with a clear and specific goal of improving environmental stewardship among participants, i.e., increasing the environmental ethic of those we serve. Programs will be based out of Units H and I and will make use of and encompass the trails and water access points within the Jupiter Inlet Lighthouse Outstanding Natural Area (JILONA). Our plan is to replace one unit with an outdoor education pavilion plus improved parking for busses and guests and then to renovate the other unit to become a welcome center for guests attending our programs.

Our pre-proposal was submitted at the end of April. The application window closes on May 12, 2020. Once all applications have been reviewed, the BLM will invite selected parties to submit a full proposal. We hope to hear by the end of May if we will be invited to submit a full proposal. Upon being invited to submit a full proposal, District staff will engage consultants as necessary to develop plans and cost estimates for proposed structural modifications. The finalized plans and cost estimates will be presented to the LRD Governing Board for review and approval. We will not submit a full proposal to BLM unless and until we have received approval from the Loxahatchee River District Governing Board.

Special Programs

Virtual Environmental Education

Our Community Outreach Coordinator, Sara Duggan, has been working on all our educational videos that we are posting daily on the River Center's social media. This includes concept, filming, editing and final production. This also includes coming up with new ideas each week in order to keep our videos fresh and fun. Our video topics range from the garden, reptiles, Science with Sam, story time and our fish of the week. We also recently recorded footage for a virtual boat tour, which she is currently putting together. Since we have started with our videos, we have had over 9,500 views! We are excited to see where this new type of medium takes us with our community.

Number of video views broken down by category over 6 weeks:

- Garden: 1,362
- Reptile: 1,633
- Science with Sam: 1,615
- Storytime: 1,924
- Fish Feedings: 3,027

Jr. Angler Fishing Tournament

We, unfortunately, had to cancel our AustinBlu Fishing Tournament in June, be we are still planning to move forward (at this time) with our Jr. Angler Fishing Tournament in July. This summer's tournament will most likely look a bit different than years past but it should still be just as fun and educational. We are still planning on our five-week tournament, with the angler to catch the most fish wins! We hope that this event will help children and their families spend time outdoors, especially after these past few months.

Afterschool "Science with Sam"

Science with Sam has been modified from afterschool classes to online learning during this time of quarantine. Each virtual lesson has a specific subject and aims to hit specific educational standards (K-5th) set forth by the school district. Lesson subjects for April included wastewater treatment, clouds, fungi, the moon, sharks and Earth Day. Lessons have an 'at home' element where students can continue their creativity or deepen their knowledge with a craft, an experiment, or a worksheet. The online Science with Sam lessons have generated 1,615 views this month.

Program Development

Megan Harris, Environmental Education Coordinator, has devoted more time to lesson planning and program development over the past several weeks. The School District of Palm Beach County has required organizations that are approved, the River Center included, to have lesson plans in a 5E model: Engage, Explore, Explain, Elaborate, and Evaluate. Also, items like vocabulary, standards and benchmarks, as well as pre and post activities need to be incorporated into every educational program offered. She has updated ten of the River Center's field trip programs as well as three instructor manuals for River Center educators.

Megan also focused on communication with program participants. Since schools were closed, we cancelled all of our public and education programs as well as our outdoor programs. We have been in communication with teachers, camp directors, homeschool parents, nature hikers, kayakers, documentary night viewers, and families. Each communication has stressed the importance of safety as well as staying committed to our mission.

Green Schools:

In March and April, Megan once again participated as a judge for the Green Schools Recognition Program. She reviewed and graded the applications for Crystal Lake Elementary, Cypress Trails Elementary, and Dr. Mary McLeod Bethune Elementary.

Did you know that over 125 schools in Palm Beach and Martin Counties have made a commitment to going green as participants in the Green Schools Recognition Program? The GSRP is an initiative of Florida Atlantic University's Pine Jog Environmental Education Center, coordinated in collaboration with the School District of Palm Beach County and the Martin County School District. Established in 2008, the program encourages schools to develop a culture focused on environmental stewardship and sustainability at every level, infusing environmental learning and engagement into K-12 education for over 110,000 students each year.

Upcoming River Center Events

RSVP at www.lrdrivercenter.org/events-calendar
rivercenter@lrecd.org or 561-743-7123

ALL PROGRAMS HAVE BEEN CANCELLED THROUGH THE END OF MAY

based on the Palm Beach County Park Closures.

Loxahatchee River District

Water Reclamation | Environmental Education | River Restoration

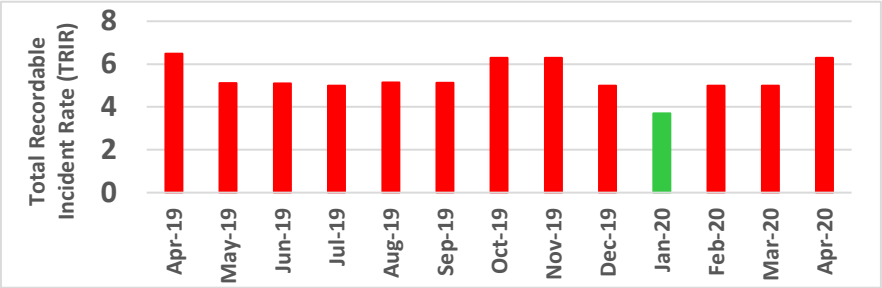
2500 Jupiter Park Drive, Jupiter, Florida 33458
Telephone (561) 747-5700 •Fax (561) 747-9929 • www.loxahatcheeriver.org

D. Albrey Arrington, Ph.D., Executive Director

MEMORANDUM

To: D. Albrey Arrington, Ph.D., Executive Director
From: Travis Bains, CSHO, ENS, Safety Compliance Officer
Date: May 13, 2020
Subject: District Safety Report for April 2020

Safety Metrics: April 2020
OSHA recordable injuries: **One**
Lost time injuries: **None**
Actual TRIR: **6.3** [TRIR Goal <4.4]
TRIR = Total Recordable Incident Rate



Safety is a Core Value at LRD

Our conduct is shaped by a personal commitment to protect the health and safety of ourselves and our colleagues. Safety is driven through education, training, planning, protective equipment, and individual accountability.

Safety Incident

An LRD Employee was injured on April 13, 2020, around 2:30pm. The employee busted his lip and chipped his tooth while disconnecting a rigid 4-inch hose from the vac-con boom. While disconnecting the rigid 4-inch hose, the vac-con went into a forced manufacture preset mode of re-gen, which happens when soot builds up inside the diesel particulate filter. When this happens with the power-take-off (PTO) engaged, the vacuum will increase, and the suction connection is tough to disconnect. In the present case, while the operator was disconnecting the hose, the vac-con with the PTO engaged went into a re-gen. Rather than waiting for the regen to conclude, the employee used brute strength to disconnect the hose from the boom. When the hose was disconnected it struck the employee in the mouth and damaged the employee's front tooth. The employee saw his dentist, and the dentist pulled his damaged tooth. The employee is awaiting further work by his dentist to replace the tooth.

The morning following the incident, the Vac-Con Crew met with their supervisor and Safety Officer to review the injuries, assess the root cause, and look for positive outcomes. A refresher training about the manufacture re-gen prompted the supervisor to instruct the operators, that while the vac-con is in re-gen, allow the process to complete and wait for the idling of the truck to decrease before disconnecting hoses.

Safety Training

Safety training conducted for the month of April consisted of Line of Fire, sometimes referred as Circle of Influence, Tool-Box Talks, and Job Hazard Analyses. While maintaining the CDC and State guidelines for COVID-19, we were still able to evaluate and conduct responsible training in the field. Crews were instructed via the Safety Officer to assist in filling out a Tool-Box talk and Job Hazard Analysis, then record findings. I am pleased to say I have had multiple employees continue to submit and ask questions about their findings. We have been reviewing the Tool-Box talks and looking for deficiencies in the field for improvement as well as how they can perform their duties without injury.

Gordon M. Boggie, Board Member | Dr. Matt H. Rostock, Board Member | Stephen B. Rockoff, Chairman | Harvey M. Silverman, Board Member | James D. Snyder, Board Member

Hazard Analysis & Individual Accountability

The District Safety Officer works daily with supervisors and staff throughout the organization to assess and evaluate potential hazards by addressing the 4 Qs:

1. What am I about to do?
2. How could I get hurt?
3. What am I going to do to prevent injury?
4. What do I need to do this job and how will I do it safely?

This month the District Safety Officer worked with relevant staff to conduct targeted hazard analyses for the following projects:

Chlorine Cylinder Change Out (Operations)

Primary hazards: chemical burns and asphyxiation, faulty overhead hoist, leaking respirator (full face), expired cartridges

Safety Mitigation: annual inspection of overhead hoist, inspection of full-face respirator, check expiration of cartridges, clean shaven, inspection and use of personal protection equipment

Job site safety assessment: conducted

Cleaning Plant Structures (Maintenance)

Primary hazards: hi-pressure water, flying debris, slip/trip/fall, working from heights, burns, ladder safety

Safety Mitigation: face-shield/eyewear, education: A-frame vs. extension ladder, working from heights, watch hand placement around hot equipment,

Job site safety assessment: conducted

Cleaning of wet wells (Collections) (n=9)

Primary hazards: splash from raw sewage, fall protection, environmental, line of fire, cuts and abrasions on hands

Mechanical hazards: operation of truck, pinch points, noise hazards

Safety Mitigation: qualified operator, teamwork and communication, hand protection (education: leather and nitrile, what glove is right for the task), barricades

Job site safety assessment: conducted

Welding – Head Works, Grit Classifier (Maintenance)

Primary hazards: fire hazards, atmospheric hazards, light burns, ergonomics, burns from welding, mechanical equipment

Safety Mitigation: gas free, proper eyewear for a fire watch, eye wear (safety glasses and checking of welding glass tint) leathers, gloves (leather), LO/TO on switch gear. Also, the attending staff member was instructed on and performed the task of Fire Watch, he was educated on the proper duties of a fire watch, what fire extinguisher would be the best application for the task at hand, and the important hazards that are associated with welding and being the fire watch.

Job site safety assessment: toolbox talk

Safety Quote of the month: *Make it your mission, not to live in an unsafe condition.*

Loxahatchee River District

Water Reclamation | Environmental Education | River Restoration

2500 Jupiter Park Drive, Jupiter, Florida 33458
Telephone (561) 747-5700 •Fax (561) 747-9929 • www.loxahatcheeriver.org

D. Albrey Arrington, Ph.D., Executive Director

MEMORANDUM

TO: Governing Board

FROM: Administration Staff

DATE: May 12, 2020

SUBJECT: Consultant Payments

The following amounts have been reviewed and approved for payment to our consultants for work performed during the prior month.

	Prior Month	Fiscal YTD
Shenkman, PA	$5,776.25	$73,446.05
Holtz	$47,966.25	$146,420.80
Baxter & Woodman	$41,416.81	$109,246.36

Should you have any questions in regard to these items, please contact Kara Fraraccio concerning the attorney's invoice, and Kris Dean concerning the engineers' invoices.

J:\BOARD\Consult2020.docx

Gordon M. Boggie, Board Member | Dr. Matt H. Rostock, Board Member | Stephen B. Rockoff, Chairman | Harvey M. Silverman, Board Member | James D. Snyder, Board Member

Future Business

Neighborhood Sewering:

- 181st Street Gravity Construction Contract
- Preliminary Assessment – Imperial Woods
- Preliminary Assessment – US1 Low Pressure
- Preliminary Assessment – Country Club Drive
- Preliminary Assessment – Thelma Avenue
- Preliminary Assessment – Whispering Trails

Other:

- Lift Station 82 Conversion
- Rule Chapter 31-2 Agenda & Scheduling of Meetings and Workshops
- Greenhouse Gas Emissions Evaluation
- Odor Control Improvements Study
- Master Lift Station Bypass Study
- Continuing Services Contract
  - Collections and Transmission
  - Wastewater Treatment Facility
  - Reuse System
  - Admin, Education and Maintenance Facilities

J:Board\Notebook\Future Business